



**ऑयल इंडिया लिमिटेड**  
( भारत सरकार का उद्योग ) पंजीकृत कार्यालय: दुलोज, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Dulojan, Assam

**Rajasthan Project**  
12 Old Residency Road, Jodhpur  
Rajasthan, India.  
Phone/Fax -0291-2438174  
Email: [mat\\_rp@oilindia.in](mailto:mat_rp@oilindia.in)

To,

1. M/s. Nishu Traders, Jodhpur
2. M/s. Roopa Ram Suthar, Jodhpur
3. M/s. R. R. Enterprises, Jodhpur
4. M/s. Babulal Parihar, Jodhpur
5. M/s. Nain Singh Solanki, Jaisalmer
6. M/s. Kan Singh Solanki, Jaisalmer
7. M/s. Bhawani Construction Company, Jaisalmer

Tender No. **JCO 5542 L10**

Tender Date – **21/10/2009**

Bid Closing Date & Time: **10/11/09 at 15.00 Hrs**

Bid Opening Date & Time: **10/11/09 at 15.15 Hrs**

Sirs,

**Tender for Providing day-to-day services for handling of various types of materials at Hamira Stores Complex and other miscellaneous jobs for a period of 2(two) years with a provision for extension by 1(one) more year at the same rates, terms and conditions.**

- 1.0 Oil India Limited (OIL), A Govt. of India Enterprise, invites sealed Bids under SINGLE STAGE COMPOSITE BID SYSTEM, from bonafide and experienced Service Provider for the services detailed in schedule of rates given in Part-II, as per terms and conditions detailed in the draft agreement enclosed vide Part-I (conditions of Agreement), Part –III (Special Conditions), and Part-IV (General conditions of Agreement ).

The General conditions of Agreement 1968 (GCA) Part V, is not enclosed with this Tender document. Interested party may see the same in the undersigned's office from 10.00 Hrs. to 13.00 Hrs. on all working days. However, the GCA (Part-V) will be a part of the formal Service Agreement.

## 2.0 SUBMISSION OF OFFER:

- 2.1 The bid should be prepared under SINGLE STAGE COMPOSITE BID SYSTEM .The bidders are to submit the offers by duly filling in the rates in Part-II and submitting the 4(four) parts viz. part – I, II, III & IV enclosed herewith by duly signing each page with official stamp as token of acceptance of the terms and conditions in the event of award of agreement to them. The rates quoted in Part-II by the bidder along with Part-I, Part-III & Part-IV should be sealed in an envelope and submitted before the Bid Closing date & time. The rates should be written both in figures & in words and will have to be signed by the bidder on each page of the Bid document. In case of any discrepancy, the rates in words will be considered as final.
- 2.2 The bidder should have similar experience of providing services. In order to prove the similar experience of last one year, i.e., from Jan. 2008 to Dec. 2008, the bidder has to produce documentary evidence with photocopy of Service Agreement, Work order, job completion certificate etc. with govt. / semi govt. / reputed organizations maintaining the names of the organizations for whom such works were carried out.

- a) Documentary evidence of having annual turnover of Rupees 2(two) lakh for the past two years.
  - b) Documentary evidence in the form of Bank Certificate in support of their sound financial capacity to take up job.
  - c) Documentary evidence of service tax registration with appropriate govt. authority.
  - d) Documentary evidence of having PAN & PF code number issued by appropriate Govt. authority.
  - e) Documentary evidence in support of sound financial standing and Bank Account No. from any Nationalized Bank.
- 2.3 Offers should be sent in sealed covers addressed to Executive Director (Rajasthan Project), Attn: Chief Manager (M&C), Oil India Limited, 12, Old Residency Road, Jodhpur- 342 011, Rajasthan. The following details must be clearly marked on the cover of containing the offers on the left hand side top corner.
- i) OIL's Tender No. :
  - ii) Bid Closing Date :
  - iii) Brief Description :
  - iv) Bidder's name :
- 2.4 Bidder, in their own interest are advised to drop their offers personally in the TENDER BOX kept in OIL INDIA LTD's Materials office, at 12, Old Residency Road, Jodhpur. Alternatively, they may send the same through registered post also. But Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the Bids due to any reason.
- 2.5 Bids received after the Bid Closing date and time will be summarily rejected. No correspondence will be entertained into regarding extension of Bid Closing date or delay in receipt of Bid by Oil India Limited. Further more, Oil India Limited will not entertain any interim correspondence from the bidders after the Bid Closing date regarding the status of their offer.
- 2.6 The 'Bid' will be opened on the above mentioned Bid Closing date in presence of duly authorized representatives of the Bidders in the office of Oil India Limited at Jodhpur.
- 2.7 Before bidding, the Bidders are advised to consult the Chief Manager (M&C) or his representatives in their own interest to assess the nature and extent of the services and the conditions under which it will be carried out.
- 2.8 No Bidder shall withdraw the Bid after its public opening. Any such withdrawal makes Bidder liable to forfeit his Earnest Money / Security Deposit.
- 3.0 **PREPARATION OF OFFERS** :
- 3.1 Offers will be made by filling up the particulars given in Part-II (SCHEDULE OF RATES) i.e. Schedule of Services. The rates quoted shall be per unit as specified in the Schedule of Services and shall be in words as well as in figures.
- 3.2 No overwriting shall be allowed. All corrections must be initialed properly.

- 3.3 The quoted rates shall be inclusive of all running /operating costs, overhead expenditure, pay of workers, etc.
- 3.4 The quoted rates must be inclusive of all Govt. Taxes, royalties, fees, levies etc. as applicable and no further charges will be payable to the Service Provider during the currency of the Service Agreement.
- 3.5 All the pages of the Bid documents shall be signed with seal by the Bidder on each page.

4.0 **EARNEST MONEY** :

- 4.1 An Earnest Money of Rs. 4,000/- (Rupees Four Thousand only) is payable with each Bid by enclosing a crossed Demand Draft from a Nationalised Bank drawn in favour of OIL INDIA LIMITED, JODHPUR payable at Jodhpur. NO BANK GUARANTEE /CHEQUE OF CALL DEPOSIT or FDR WILL BE ACCEPTED. The Bid received without earnest money in the manner as specified above will be summarily rejected. The earnest money shall not accrue any interest.
- 4.2 The earnest money will be returned to the unsuccessful Bidders in due course after the finalization of the Tender. However, the EMD, will be forfeited in full should any bidder withdraws his bid after the scheduled Bid Closing time and date or fails to undertake the work, if allotted. However, it may be returned to the successful Bidder also, if the same is covered in Security Deposit before signing the Service Agreement.

5.0 **SECURITY DEPOSIT:**

- 5.1 The successful Bidder will have to furnish by BD/BG/FDR in favour of OIL INDIA LIMITED, Jodhpur from any Schedule Bank to Company's Accounts officer as Security Deposit @ 5% of contract value before signing the formal contract. This security Deposit will be treated as Security Money and will be refunded to the Service Provider after 2(two) months of satisfactory completion of the Agreement but part or whole of which shall be used by the Company in realization of liquidated damage or claims, if any, or for adjustment of compensation/loss due to the company for any reason. This security money shall not earn any interest.

6.0 **RESPONSIVENESS AND CORRECTION OF ERRORS** :

- 6.1 The Company will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order for ascertaining responsiveness of a bid.
- 6.2 The rate shall be quoted per unit as specified in the schedule of rates (part-II) and shall be in words as well as in figures. Bid is liable to rejection if a Bidder qualifies if by any other condition. No over writing shall be allowed, but all corrections may be inserted in the blank space above the corrected word/figure and must be duly initialed by the Bidder. In case of discrepancy, the rates quoted in words shall be considered to be accepted. Incomplete Bids are also liable to be rejected.

7.0 **PAYMENT** :

- 7.1 Payment will be made within 30 days from the date of receipt of undisturbed bills.

8.0 **VALIDITY OF OFFERS :**

8.1 Offers should be valid for acceptance for a minimum period of 120 days from the Bid Closing date. Offers without this minimum validity period will be summarily rejected.

9.0 **SERVICE AGREEMENT :**

9.1 The selected Bidder will be required to enter into a formal Service Agreement (which will be based on this Bid) on the OIL's standard form of Agreement, as given in Part-I, II, III & IV and as enclosed.

10. **OTHER CONDITIONS :**

10.1 Employees of Oil India Limited are prohibited from quoting against this Tender and also from getting others to quote on their behalf against this Tender.

10.2 Any dispute arising out of this Tender will be subject to the jurisdiction of the court of Jodhpur.

10.3 OIL reserves the right to accept or reject any offer without assigning any reason whatsoever. Oil India Limited's decision in this regard shall be the final.

10.4 No Bidder must withdraw the Bid after its public opening. Any such withdrawal will make the Bidder liable to forfeit his Earnest Money and Security Deposit to the extent in full or part and debarred from further Biding at the discretion of the Company.

11.0 **EVALUATION OF CRITERIA :**

11.1 The lowest unconditional offer by summing-up the rates quoted against each item of total value of works will be considered as accepted Evaluated offer.

11.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price should be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

11.3 The unit rates shall be quoted in words as well as in figures. In case of discrepancies, the unit rates quoted in words shall be considered to be accepted. Any correction in words/figures should be authenticated by signing the correction by the Bidder.

12.0 The Bidder must declare the particulars of their Relatives which include spouse, sons/daughters, brothers/sisters, first uncles/cousins and their spouses working with OIL INDIA LIMITED.

13.0 **BID REJECTION CRITERIA :**

- i) The bidder must submit the offer as per Tender Document issued to them. Bids received in other forms will be liable for rejection.
- ii) Conditional offers will be rejected outright.
- iii) Late offers will not be opened and rejected outright.
- iv) Unsolicited offer will not be considered for evaluation.
- v) Incomplete Bids will not be considered and will be rejected.
- vi) The Tender documents are not transferable. Offers made by Bidders who have not been issued Tender Document by the Company will be rejected.
- vii) The bids that do not meet the NIT Criteria shall be liable for rejection.

- 14.0 **EFFECTIVE DATE AND DURATION OF WORK:** The Agreement will be for a period of 2(two) years with a provision for extension by 1(one) more year or less at the same rates, terms and conditions at the option of the Company, if required for which the Service Provider shall have no objections.
- 15.0 In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- 16.0 General Health, Safety and Environment aspects will be as per the terms set forth in Appendix –A
- 17.0 **SET OFF CLAUSE :-** Any sum of money due and payable to the Service Provider (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Service Provider with the Company (Or such other person or persons contracting through the Company).

(S.K.GOGOI)  
SR. MANAGER (MATERIALS)  
FOR CHIEF MANAGER (M&C)  
FOR EXECUTIVE DIRECTOR (RP)



- (c) The clauses of this Agreement and of the specifications set out hereunder shall be paramount, and in the event of anything therein contained being inconsistent with any terms or terms of the 1968 General Conditions of Agreement of the Company, the said terms or terms of the General Conditions of Agreement, to the extent of such inconsistency and no further, shall not be binding on the parties hereto.
- 2.0 The Service Provider shall provide the services as detailed in Part – II hereof and everything as necessary for the day-to-day running and maintaining the services in an efficient and adequate manner including all labour, supervision, accommodation for staff, office etc. The Service Provider shall be responsible for all taxes, fees, insurance, capital investment, operating expenses etc. and his rates are inclusive of all such and similar charges and outgoings. The Service Provider's rates shall also be inclusive of all incidental and expenses which, although not specifically mentioned in this Service Agreement, are necessary for the performance of the service in a satisfactory manner and upto the desired standard.
- 3.0 The Service Provider under this Agreement shall be for the district of Jaisalmer. The services may, however, be extended for any other surrounding areas of Company's activities as determined by the Company for which the Service Provider shall not have any objection.
- 4.0 The service shall be to the satisfaction of Company's Officer who shall have powers, amongst others, to –
- (a) Order the Service Provider to remove immediately any cause of unsatisfactory performance of the service.
  - (b) Order the Service Provider to replace, any person/driver/helper/mechanic/ supervisor engaged for the running of vehicle or for general management of the service, if and when such person is found unsuitable for the purpose of rendering efficient service to the Company.
  - (c) Order the Service Provider from time to time such further instructions as shall be necessary for the purpose of proper and adequate rendering of the service and for keeping such records as are deemed necessary to the Company. Non compliance of the instructions will make the Service Provider liable for penalty as determined by the Company.
- 5.0 The successful Bidder will have to furnish by BD/BG/FDR in favour of OIL INDIA LIMITED, Jodhpur from any Schedule Bank to Company's Accounts officer as Security Deposit @ 5% of contract value before signing the formal contract. This security Deposit will be treated as Security Money and will be refunded to the Service Provider after 2(two) months of satisfactory completion of the work but part or whole of which shall be used by the Company in realization of liquidated damage or claims, if any, or for adjustment of compensation/loss due to the company for any reason. This Security Deposit shall not earn any interest.
- 6.0 The Service Provider shall commence the supply of regular and continuous service at all places as per this agreement on and with effect from----- Failure to commence the services will attract liquidated damages as set out in para 7.0 below.
- 7.0 The Service Provider shall supply and maintain the services in normal service EVERY DAY throughout the day and night under their own supervision and control. In case of failure to keep the services in normal service and any day and night, the Service Provider

shall be liable to pay to the Company a liquidated damage/penalty as per following occurrence of default :-

- a) Non-availability of representative any day Rs.150/- per day.
- b) Not undertaking any job within required time Rs.300/- per day.
- c) Not maintaining order book for day-to-day services Rs.200/- per day.
- d) If the Service Provider fails to undertake the jobs on any day, the cost of expenditure incurred by the Company by making its own arrangement, the same shall be recovered with 25% overheads over the cost and subject to a minimum of Rs.250/- per occurrence of default. The cost of such expenditures will also include charges of demurrage, standby charge to carriers etc. if any.

- 7.1 In case of failure on the part of the Service Provider to render the service in time, the Company reserves the right to obtain the services from any other agency at his risk and cost. This payment may be reduced or waived at sole discretion of the Company.
- 8.0 In the event of the Service Provider failure to commence services within stipulated period or to render proper services as per terms and conditions of this Agreement (including the extended period, if any, as per clause 11.0 below), the Company reserves the right to terminate wholly or partially this Agreement with 7 (seven) days notice in writing and on the expiry of this notice period, this Service Agreement shall stand terminated and the Service Provider shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.
- 9.0 The Company shall make payment, subject to adjustment / deduction as necessary for the services rendered in each calendar month before the expiry of the subsequent calendar month on the basis of accepted rates, calculations as mentioned in Part-II of this Service Agreement, provided bills (which are to be submitted by the Service Provider once a month) are received not later than the 15<sup>th</sup> day of subsequent calendar month.
- 10.0 The Service Provider hereby undertakes to fully indemnify the Company against any and all claims which may arise under the Mines Act, payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act and / or any other Act or statutes having bearing over the service and / or engagement or workmen directly or indirectly by the Service Provider for performance or service hereunder agreed upon.
- 11.0 The term of this Service Agreement shall be for a period of 2 (two) years which later date this Agreement shall stand terminated without requiring any Notice from either party to the other, excepting, however, that the Company reserves the right to extend this Agreement for further periods not exceeding 1 (one) year at the same rates, terms & conditions herein embodies. The advice for such extension will be made 1 (one) month prior to the normal date of expiry or extended date of the expiry of the agreement and the Service Provider shall be bound to accept the extension as advised. Further extension beyond the extended period exceeding 1 (one) year will be with mutual consent.
- 12.0 If the agreement is extended as aforesaid, neither party shall have right to demand any change whatsoever in the rates, terms and conditions herein recited and the Agreement shall be deemed to have been extended into as it was operative immediately before such extension.
- 13.0 In case of any doubt or dispute arising under this Agreement the decision of the Company's Officer shall be final and binding on the Service Provider.

- 14.0 All correspondence shall be addressed to the respective parties at their address as given below. Any change in address shall be communicated by the respective parties in writing under registered cover at least fifteen days in advance.

The address of the parties hereto unless changed by written notification shall be as follows :-

COMPANY

SERVICE PROVIDER

Executive Director (RP)  
Rajasthan Project  
Oil India Limited,  
12, Old Residency Road,  
JODHPUR.

- 15.0 The Service Provider employing 20 (twenty) or more number of labours on any day of the proceeding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licencing Officer before undertaking any agreed work. The Service Provider shall also observe all rules and regulations in this regard.
- 16.0 Wages shall be paid by the Service Provider to the workmen directly without the intervention of any Jamadars or Thekadars and that the Service Provider shall ensure that no amount by way of commission or otherwise is deducted or recovered by the jamadars from the wages of the workmen.
- 17.0 The Service Provider will not be allowed to construct any structure for storage/housing purpose with thatch, bamboo, or any other materials within industrial or other fenced area of the Company.
- 18.0 **Force Majeure:** Notwithstanding anything herein to the Contrary, the Service Provider shall not be liable for forfeiture of its performance security, payment of penalties or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the Service Agreement is the result of any event of Force Majeure.
- 18.1 For purpose of this clause, "Force Majeure" means an event beyond the control of or and not involving Service Provider's fault or negligence. Such events include, but are not restricted to act of Company either in its sovereign or on agreement capacity, wars or revolutions, fires, floods epidemics, quarantine restrictions and freight embargoes.
- 18.2 If a Force Majeure situation arises the Service Provider shall promptly notify the Company in writing of such condition and the cause thereof, Unless otherwise directed by the Company in writing the Service Provider shall continue to perform its obligations under the agreement as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by Force Majeure event/ situation.
- 18.3 In the event of Force Majeure conditions involving war hostilities, riots, civil commotions, earthquake, strikes/lockouts, whether legal / illegal, suspension of company activities for certain period etc. prevailing and continuing for more than 15 days, the Company shall be entitled to terminate the agreement by giving 15 days Notice thereof in writing after the first days of Force Majeure.

- 19.0 **Arbitration:** The Service Provider and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the Agreement.
- 19.1 In the event of any disagreement or dispute arising in connection with execution of the Agreement which can not be settled in an amicable manner between the Service Provider and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended up to date by any statutory modification or re-enactment thereof for the time being in force. Arbitration proceeding will be held in Jodhpur.
- 20.0 **Amendments:** Amendments to any terms and conditions of this Agreement, if any, can be carried out only through an Amendment to Agreement duly signed by the authorized representative of the Company and the Service Provider as are being done in this Agreement.
- 21.0 The Service Provider agrees to absorb all cost escalations either statutory or otherwise or both, for any category of workmen deployed by the Service Provider during the currency of this agreement or any extension(s) thereof.
- 22.0 **The Service Provider agreed to provide related transport, accommodation, medical facilities, protective clothings including safety shoes, handgloves, masks etc. to their workmen at their cost at any locations of work.**
- 23.0 **TERMINATION :**
- 23.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION)**
- The contract shall be deemed to be automatically terminated on the expiry of duration of the contract (or extension, if any, thereof).
- 23.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:**
- Either party shall have the right to terminate the Contract on account of Force Majeure as set forth herein above.
- 23.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:**
- In the event that the Service Provider at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Service Provider's rights and privileges hereunder, shall stand terminated forthwith.
- 23.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:**
- If the Company considers that, the performance of the Service Provider is unsatisfactory, or not upto the expected standard, the Company shall notify the Service Provider in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 7 days notice in writing to the Service Provider, if Service Provider fails to comply with the requisitions contained in the said written notice issued by the Company.

23.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Service Provider's rights and/or obligations under the Contract and/or the Service Provider's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

23.6 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the relative obligations of the parties to the contract shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

23.7 If at any time during the term of the Contract, breakdown of Service Provider's equipment results in Service Providers being unable to perform their obligations hereunder for a period of 7 successive days (not including Force majeure delay), Company at its option, may terminate the Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

23.8 Upon termination of the Contract, Service Provider shall return to Company all of Company's items, which are in Service Provider's possession at the time.

23.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 7 (seven) days written notice to the Service Provider due to any other reason not covered under the above clauses from 23.1 to 23.7 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Service Provider except for payment for service charges and other charges as per the Contract up to the date of termination.

23.10 In the event of termination of contract, Company will issue Notice of termination to the Service Provider with date or event after which the contract will be terminated. The contract shall then stand terminated and the Service Provider shall demobilise their personnel & materials.

IN WITNESS where of the parties hereunto set their hand and seals the day and year first above written.

**Signed in the name and on behalf of:**  
**(SERVICE PROVIDER)**

**Signature :** \_\_\_\_\_

**Name :** \_\_\_\_\_  
**(Legal Power of Attorney)**

**In presence of:**  
**Signature:** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Signed in the name and on behalf of:**  
**OIL INDIA LIMITED**  
**(COMPANY)**

**Signature :** \_\_\_\_\_

**Name :**  
**Designation:**

**In presence of:**  
**Signature:** \_\_\_\_\_

**Name :** \_\_\_\_\_

## PART-II

### SCHEDULE OF WORK, UNIT, QUANTITY, RATE / UNIT, AMOUNT ETC. FOR MATERIAL HANDLING AGREEMENT AT HAMIRAH STORES.

Sl no	Details of work	Unit	Qty.	Rate / unit (Fig & word)	Amount
1(a)	Sweeping, packing, weighing (in the godown) and stitching the bags of powdered materials like Barytes, Bentonite, chemicals, cement etc., in OIL's godown including rebagging of contents from old / torn bags, stacking the bags properly after rebagging as directed including removal of old bags (empty bags shall be supplied by OIL). Jute, thread etc. for stitching are to be arranged by the service provider at his cost.	MT	1000		
1(b)	Extra for screening, if required for the above material.	MT	125		
2(a)	Handling of bagged item weighing up to 50 Kg full drums and any other material weighing upto 250 Kg from existing stack, carrying manually to a place not exceeding 50 meters and properly stacking there as directed, to a height not exceeding 3 meters.	MT	1000		
2(b)	Extra for item 2(a) above, for each additional 'LEAD' of 50 mtrs in excess of initial 50 mtrs.	MT	250		
3	Unloading of bagged item (50 Kg each) packages and full drums (weighing not more than 250 Kg each) from trucks, carrying it to a distance not exceeding 100 meters and stacking properly as directed.	MT	4000		

Sl no	Details of work	Unit	Qty.	Rate / unit (Fig & word)	Amount
4	Loading of bagged items, full drum (weighing not more than 250 Kg each) boxes / crates or any other materials (weight not exceeding 250 Kgs) each into trucks from a stack at a distance not exceeding 50 meters.	MT	4000		
5(a)	Daily maintenance (watering, cleaning, sweeping, plantation, manure spraying pruning etc.) and other miscellaneous jobs.	Man Days (8 hrs each)	2500		
5(b)	Extra charge for each additional hour in excess for 8 hrs upto a maximum of 3 hrs only.	Hrs	300		
6	Unloading of tubulars (maximum dia of 4 ½” and weight 250 Kg per joint) from trailer / truck at a distance not exceeding 30 mtrs.	MT	300		
7(a)	Loading of tubulars (maximum dia of 4 ½” and weight 250 Kg per joint) from trailer / truck from ground / tubular rack of a distance not exceeding 30 mtrs.	MT	300		
7(b)	Extra for item 7(a) above for each additional ‘LEAD’ of 50 mtrs and in excess of initial 30 mtrs.	MT	125		

Total amount for 2(two) years : Rs. (Rupees only)

**Note :**

- 1) Quantities mentioned against each of the above items are tentative only. Payment will be made on actual utilization of the service rendered by the Service Provider for which the Service Provider shall not have any objection.
- 2) The above rates are inclusive of all Taxes, Fees, Insurance, Capital Investment, Operating Expenses etc. including Service Tax. The Service Provider’s rates shall also be inclusive of all incidental and expenses which, although not specifically mentioned in this Service Agreement, are necessary for the performance of the service in a satisfactory manner and upto the desired standard.

## PART III

### SPECIAL CONDITIONS

1. The material handling charges as set out in Part II of this Agreement shall apply for the schedule of work indicated therein and the payment will be made only on the actual work performed.
2. The Agreement will remain valid for a period of 2(two) years and the Company can extend the Agreement for a further period of 1(one) more year at the same rates, terms and conditions.
3. The Service Provider will provide all the required personnel including supervisory staff and the vehicles / tools to execute the various jobs in a most efficient and workman like manner.
4. The Service Provider will arrange at his own cost necessary permission from appropriate authority for compliance with any labour law, or any other regulations applicable to his personnel / vehicles as applicable in connection with the execution of the job.
5. The Service Provider will supply sufficient number of transport / tools / equipment etc. such as Tagari, spade, hand gloves (rubber & leather), protective clothing including safety shoes, gas masks, PVC apron and other safety appliances as required for performing the specific job and such transport / tools / equipment etc. will be provided to all service personnel by the Service Provider properly, so as to execute the work in a most efficient and workmen like manner without any extra cost to the Company.
6. The Service Provider shall have his office at Thaiyat Hamira for round the clock service and his authorized representative will have to report to OIL's representative at Hamira twice every day for obtaining necessary instructions for the work. Although every effort will be made to give enough notice, the Service Provider should be prepared to undertake any work at a very short notice (say an Hour) at any time of the day or night. Service Provider's representative should be available at any time of the day or night for conveying such emergency instructions.
7. The Service Provider shall indemnify the Company against all claims which may arise due to any Act having bearing over engagement of workers or transport directly or indirectly for execution of works. The Service Provider shall not make the Company liable to reimburse the Service Provider for the statutory increase in the wages of the labour appointed by the Service Provider or increase if any other charges.
8. The Service Provider shall complete the work within the time specified by the Company, failing which the Company shall have the right to get the work done by any other means and the excess expenditure incurred by the Company shall be recovered fully from the Service Provider.
9. All railway wagons / trucks / trailers must be offloaded within a period of 5 (five) Hours from the time of placement of the same failing which demurrage accrues. Such demurrage, if it accrues due to failure on the part of the Service Provider, the same will be recoverable from the Service Provider.
10. Company's interpretation/ decision in case of any dispute shall be binding and final.

11. Any loss / damage of materials during handling in Godown/Yard or in transit from Railway Station to Godown / Yard or from one Godown / Yard to another Godown/Yard shall be recovered fully from the Service Provider at the total cost price including all incidental charges.
12. Company shall not be liable for any accident to any of the labour/supervisors, likewise, Company shall not also be liable for any damages that Service Provider's or any third party's machinery or equipment in carrying out the operations.
13. The Service Provider shall have not claim against the company, in respect of any work which may be withdrawn at any stage of execution and the Service Provider shall be paid only for the portion of work actually completed.
14. The Service Provider shall ensure observation of working hours and provision for days of rest to the workers and other requirement under the existing labour laws.
15. The Service Provider shall remove and replace any labour engaged by him, whom in the opinion of the authorized officer, is medically unfit. The decision of the authorized officer in this respect shall be binding on the Service Provider.
16. The Service Provider and his staff shall abide by the Company with all the rules and regulations of the Company, State government and Govt. of India with regard to safety, security, discipline, health, sanitation etc.
17. The Service Provider shall provide necessary insurance coverage for his labours which will be hold the Company harmless for any action from Service Provider's labour in case of any accident, mishap etc.
18. If any labour engaged by the Service Provider is found guilty of misconduct or misbehaviour, he shall be replaced by the Service Provider on the same day. The opinion of the authorized officer of the Company in this respect shall be final and binding on the Service Provider.
19. The Service Provider will abide by the labour laws and other provisions connected with Central and State government. This interalia will include mines act, payment of wages act, minimum wages act, etc. He will register himself with appropriate authority before entering in to the agreement and should submit all the documents to the concerned authority as required by the relevant authorities.
20. The Service Provider shall not be entitled to transfer or assign his interest under this Agreement to a third party.
21. In case the Service Provider abandons the agreement, then the Company shall have the right to get it executed through any other agency at risk and cost of the Service Provider. The difference in cost so incurred, if any, shall be recovered by the Company from the dues, if any, of the Service Provider or from his Security Deposit with the Company.
22. The Tendered all inclusive price of the work as per agreement value is Rs.....(Rupees -----only) but the Company shall pay the Service Provider on monthly basis only for actual work done at the all inclusive rates set down in the schedule of work.

- 23.0 General Health, Safety and Environment aspects will be as per the terms set forth in Appendix –A
- 24.0 **SET OFF CLAUSE :-** Any sum of money due and payable to the Service Provider (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Service Provider with the Company (Or such other person or persons contracting through the Company).

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**PART IV**  
**GENERAL CONDITION**

DECLARATION OF PARTICULARS OF RELATIVES WORKING IN OIL INDIA LIMITED

I hereby certify that :

- i) I do not have any of my relations working in OIL INDIA LTD.
- ii) The followings relative/relatives is/are working in OIL INDIA LIMITED.

Sl.No.	NAME	RELATIONSHIP	DEPARTMENT
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I declare that I have no other relative/relative apart from the above who is/are working in OIL INDIA LIMITED.

- Relatives would include spouse, sons/daughters, brothers/sisters, first uncles/cousins and their spouses/In-laws.
- Please strike out whichever is not applicable.

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**GENERAL HSE POINTS**

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub Contractors.
  
2. Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
  
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the Contractor and how it is to be managed.
  
4. The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.
  
5. Keep an up to date SOP and provide a copy to changes to a person designated by the Mine Owner/Agent/Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The Contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by Company's Installation Manager / Safety Officer / Engineer / Official / Supervisor / Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.

13. The Contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.

14. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctuality.

15. If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker, etc.) the Contractor will not have any objection to any such training.

16. The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17. To arrange daily tool box meeting and regular site safety meeting and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.

19. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.

20. A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required Company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a persons or place arising because of a non-compliance of HSE measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
24. The Contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

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