



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) मंचीकृत कम्पनीसः सुलिसारण, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Duliajan, Assam

Rajasthan Project
12 Old Residency Road, Jodhpur
Rajasthan, India.
Phone/Fax -0291-2438174
Email: mat_rp@oilindia.in

Issued to M/s. _____
(Name & Address of Firm) _____

Srl. No. _____

Signature of Tender Issuing Officer:

FORWARDING LETTER

Tender No. JCO 2101 P09

Bid Closing Date & Time: 03/03/2009 at 15.15 Hrs.

Bid Opening Date & Time: 03/03/2009 at 15.30 Hrs.

Description of Services: Transport Service with supply of minimum of 7.5 MT capacity TATA/ASHOK Leyland Diesel Truck (registered not earlier than 01.01.2005) only with drivers **ON AS AND WHEN REQUIRED BASIS** for a period of 2 (two) years for various OIL's operation in Jodhpur / Jaisalmer /Sriganganagar / Bikaner districts of Rajasthan with a provision for extension by 1(one) more year at the same rates, terms and conditions.

Sealed tenders are invited under **Single stage single Bid system** from bonafide and experienced transport service provider for the service detailed in schedule of services given in Part – II, as per terms and conditions detailed in the draft agreement enclosed vide Part – I (conditions of Agreement), Part – III (Particular Specification and Instruction), and Part – IV (Special conditions of Agreement).

2.0 SUBMISSION OF OFFER :

2.1 Bidders are to submit the offers by duly filling in the rates in the rates in Part – II (price schedule) and submitting the 4 (four) parts viz. Part – I, 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 bid should be prepared under **SINGLE STAGE SINGLE BID SYSTEM**.

2.1.1 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity specified by the bidder on the bid document. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its Bid security. Also, please refer Appendix – AA.

2.2 The Bid should comprise the following components without which the bid will be rejected.

(i) The bidder should have similar experience of supplying Diesel/Petrol Car/Jeep/Truck with driver on round the clock basis or on call basis. In order to prove the similar experience of last 2(Two) years viz., from Jan 2005 to Dec 2007, the bidder has to produce documentary evidence with photocopies of Service Agreement. Work-order, Job completion certificates etc with Govt. / Semi-Govt. / Reputed organization mentioning the name(s) of organization for whom such works were carried out.

- ii) Documentary evidence of having Annual Turnover of Rs.5.00 Lakhs for the past 2(Two) years.
- iii) Documentary evidence in the form of Bank Certificate in support of their sound financial capacity to take-up job.
- iv) Documentary evidence of Service Tax Registration with Government Authority.
- v) Documentary evidence of having business of Transport Service and Registration Certificate.
- vi) Non-Interest bearing Earnest Money deposit of Rs.36,000/- drawn in favour of OIL INDIA LIMITED, JODHPUR. The EMD can also be deposited in OIL's cash counter between 1100hrs – 1500hrs.

2.3 Offers should be sent in sealed covers addressed to Executive Director (RP), Attn: Chief Manager(M&C), OIL INDIA LIMITED, RAJASTHAN PROJECT, 12 OLD RESIDENCY ROAD, JODHPUR, RAJASTHAN. The following details must be clearly marked on the cover 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 Bidders, in their own interest are advised to drop their offers personally in the TENDER BOX kept in Chief Manager(M&C) Office, at OIL, Jodhpur. Alternatively, they may send the same through registered post also. But the Company will not be responsible for any delay, wrong delivery or non-delivery of the tenders due to any reason.

2.5 Tenders 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 tender by the Company. Further more, the Company 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, if any, in the Office of Chief Manager(M&C), OIL INDIA LIMITED at Jodhpur.

2.7 Before tendering, the Bidders are advised to consult the Company 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 will withdraw the tender 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 (PRICED BID) 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 capital investment, running/operating costs, overhead expenditure, pay of drivers, helpers, supervisors, cost of repairs/ maintenance etc.
- 3.4 The quoted rates must be inclusive of all Govt. Taxes, royalties, fees, levies , Services Tax etc. as applicable and no further charges will be payable to the transport supplier during the currency of the Service Agreement.
- 3.5 A tender is liable to rejection of Bidder qualified it by any other condition. Incompletion tenders are also liable to be rejected.

4.0 EARNEST MONEY :

- 4.1 An Earnest money of Rs.36,000.00 (Rupees Thirty-six Thousand only) is payable by enclosing a crossed Demand Draft from a Nationalised Bank drawn in favour of OIL INDIA LIMITED, JODHPUR with the Tender NO. BANK GUARANTEE/CHEQUE OF CALL DEPOSIT or FDR WILL BE ACCEPTED. The EMD may also be deposited in cash in OIL's cash counter during 1100hrs-1500hrs. This earnest money must be enclosed with the bid. The tender received without earnest money will be rejected.
- 4.2 The earnest money will be returned to the unsuccessful Bidders in due course after the finalization of the Agreement. However, it may be returned to the successful Bidder also, if the same is covered in Security Deposit while signing the Service Agreement. No interest will, however, accrue to the Tenders.

5.0 SECURITY DEPOSIT :

- 5.1 Selected Bidder will have to make a security deposit of 5% of the total contract value, to qualify for final acceptance of the offer. The security deposit shall be refunded / adjusted against the bills after successful execution of the agreement. This security money shall be accrue any interest. In the event of default in the execution of the Service Agreement, the security deposit will be forfeited.

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 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, in unit price (rate) in words will prevail.

7.0 LIQUIDATED DAMAGE / PENALTY :

- 7.1 This is an essential service and must be carried out efficiently every day and the failure on the part of the Bidder to complete any part of the service at any time shall entitle the Company to recover liquidated damage / penalty at the rate of 2.0 times fixed charge per day or part thereof per vehicle not supplied. As per clause 7.0 Part –I of this tender document.

8.0 PAYMENT :

8.1 Payment will be made within 30 (Thirty) days from the date of receipt of bills.

9.0 Validity of Offers :

9.1 Offers should be valid for acceptance for a minimum period of 75 days from the bid closing date. Offers without this minimum validity period will be summarily rejected. In case, offer is silent on validity period then it will be assumed as 75 days validity.

10.0 SERVICE AGREEMENT :

10.1 The selected Bidder will be required to enter into a formal service agreement (which will be based on this tender) on OIL's standard form of Agreement, as given in Part – I, II, III & IV and as enclosed.

11.0 OTHER CONDITIONS :

11.1 Employees of OIL INDIA LIMITED are prohibited from quoting against this tender and also from getting other to quote on their behalf against this tender.

11.2 Any dispute arising out of this tender will be subject to the jurisdiction of the court of Jodhpur.

11.3 Company reserves the right to accept or reject any offer without assigning any reason whatsoever. Company's decision in this regard shall be final.

11.4 Company reserves the right to increase the number of vehicles given in Part – II at the same rates, terms & conditions for which the Bidder will have no objection.

12.0 PLACEMENT OF VEHICLE(S) :

12.1 The vehicle must be placed within **10(ten) days of issue of LOI**, against this transport agreement. Default in placement will attract liquidated damage / penalty. The vehicle will be placed at Hamira stores complex (Jaisalmer dist) and will operate in Jaisalmer, Bikaner, Ganganagar, Ajmer and Jodhpur districts of Rajasthan during the complete agreement period. The vehicle should be registered in the name of the bidder.

12.2 The extension of date of placement of vehicles beyond the stipulated period on the request of transport supplier shall not be agreed.

13.0 EVALUATION OF CRITERIA :

The acceptable lowest unconditional offer will be considered as evaluated lowest offer by considering the following criteria:

Fixed Charge per calendar month per vehicle + Running charge for 1000 Kms.

Any correction in words / figures should be authenticated by signing the correction by the Bidder.

The above kilometer running/quantity is tentative and will be considered for evaluation purpose only. However payment will be made on actual utilization of the vehicle. The rates quoted against each item will only be considered for calculation of payment. The rates must be quoted both in figures and words. In case of any discrepancy the rates quoted in words will be considered.

14.0 Bid Rejection Criteria :-

- i) The bidder must submit the offer as per Tender Document issued to them. Offers 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 Tenders will not be considered and will be rejected.
- vi) The bid documents are not transferable. Offers made by Bidders who have not issued Bid Document by the Company will be rejected.
- vii) The bids that do not meet the NIT Criteria shall be liable for rejection.
- viii) The bidder must confirm in writing to provide the required vehicle of 3 to 4 years vintage only in best operating condition.

15.0 The General conditions of Agreement 1968 (GCA) Part – IV is not enclosed with this tender document. If any party is interested to see, the same can be seen in the undersigned's office from 10.00 to 12.00 Hrs. on all working days. However, the GCA (Part – IV) will be a part of the formal service agreement.

16.0 The Bidder must enclose furnish the detailed calculations of their rates quoted (in Part – II Schedule of rates) along with their tender.

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

18.0 The vehicle should be duly registered as taxi in the name of the Supplier, for the entire period of the Agreement.

19.0 Company reserves the right to accept or reject all Bids and to annual the bidding process and reject all Bids at any time prior to award of Agreement without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidders of the grounds for Company's action.

(P. DAS)
CHIEF MANAGER (M&C)
FOR EXECUTIVE DIRECTOR (RP)

PART –I

TRANSPORT SERVICE AGREEMENT NO.

Description of Service:

Transport Service with supply of TATA / ASHOK LEYLAND 7.5 MT

**DIESEL TRUCK ON AS & WHEN REQUIRED BASIS with drivers
For a period of 2 (two) year with a provision for extension by 1(one)
more year at the same rates, terms & conditions.**

PART – I CONDITIONS OF SERVICE AGREEMENT

Memorandum of SERVICE AGREEMENT made thisday of ...2009
Between OIL INDIA LIMITED, a Company incorporated under the Companies Act, 1956
having its Registered Office at Duliajan in the district of Dibrugarh, upper Assam & Project
Office at 12, Old Residency road, Jodhpur Rajasthan (hereinafter called “The Company”) of the
one part and SRI carrying on business as under the firm name M/s
JODHPUR (hereinafter called “The Transport Supplier”) of the other part.

WITNESSETH:

1. (a) The Transport Supplier hereby agrees to carry out the Transport Services set down in the “Schedule of Service unit and Rates described in Part II of this Service Agreement in accordance with the Oil India Limited’s General Conditions and general specification” Instruction” contained in Part III here of, which Part III also forms and constitutes a part and parcel of this Service Agreement. All four parts i.e. Part -I, II, III & Part IV (General conditions of Service Agreement) will be read and construed together. In case any specific provision in Part I/II is in deviation to General terms & conditions spelled out in Part IV then I/III will be applicable.
 - (b) In this agreement all words and expressions shall have the same meanings as are respectively assigned to them in the General conditions of Agreement of Oil India Limited which the Transport Supplier has perused and is fully conversant with before entering into this Service Agreement.
 - (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 Oil India Limited, 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 Transport Supplier shall provide the transport service with vehicle as detailed in Part II hereof and everything also necessary for the smooth running and maintaining the services in an efficient and adequate manner including all labour, supervision, spare parts, tools, accommodation for staff, office and vehicle etc. The Transport Supplier shall be responsible for all taxes inclusive of service tax, (except where otherwise stated) fees, insurance, capital investment, operating expenses etc and his rates are inclusive of all such and similar charges and outgoings. The Transport Supplier’s rates shall also be inclusive of all incidental and contingent operations which, although not specifically mentioned in this service agreement, are necessary for the performance of the service in a satisfactory manner and up to the desired standard.
 - 3.0 The Transport Service provided under the agreement shall place the vehicle at Hamirah stores complex on every call. Mobilisation & release of vehicle will be from Hamirah only. The vehicle will be operated in the areas of Jodhpur, Jaisalmer, Bikaner and Sriganganagar districts and any other surrounding areas of Company’s activities as

determined by the Company. The vehicles may have to ply in inters state districts for which appropriate permits will have to be arranged by Transport Supplier.

- 4.0 The service shall be in the satisfaction of the Company's Officer who shall have powers, amongst other, to -
- (a) Order the Supplier to remove immediately any cause of unsatisfactory performance of the service.
 - (b) Order the Supplier 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 Supplier 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 Supplier liable for penalty as determined by the Company.
- 5.0 The Supplier has to deposit 5% of total contract value as Security Money in the form of BG/BD/FDR drawn on any Schedule Bank, Jodhpur and in favour of OIL as guarantee against timely placing of the vehicles and for providing the service in an acceptable condition. This security deposit and Earnest Money shall not bear any interest and will be refunded only after the expiry of the Agreement & after adjusting any dues payable by the Supplier to the Company. In case of default, the security money shall automatically stand forfeited to the Company in full or in part and the Supplier shall have no claim on this account whatsoever. This may however, be reduced or waived at the sole discretion of the Company.
- 6.0 The Supplier shall commence the supply of truck on as & when required basis by placing the vehicle as per this agreement. Failure to place the vehicle will attract liquidated damage as set out in Para 7 below.
- 7.0 The supplier shall supply and maintain the service of the vehicles with drivers and helpers throughout the period of requisition by the Company. In case of failure to keep up the vehicle(s) in normal service on any day and night, the Supplier shall be liable to pay to the Company liquidated damage at the rate of 2.0 times fixed charge or part thereof per vehicle per day. The total shut down hours would be converted into number of days and for fraction of day, the liquidated damage would be charged proportionately. The above L.D. is in addition to proportionate deduction of Fixed Charge for shut Down Hours. Such damages may be recovered from the Supplier's outstanding bills or may be reduced or waived at the Company's discretion.
- 8.0 In the event of the Supplier's failure to place the vehicles or identical replacement thereof in due time or to render proper services as per terms of this agreement. Also, 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 Supplier 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 service rendered in each calendar month before the expiry of the subsequent calendar month on the basis of accepted rates calculations as mentioned part II of this Service Agreement provided bills (which are to be submitted by the Supplier once a month) are received not later than the 4th day of subsequent calendar month.
- 10.0 The Supplier hereby undertakes to fully indemnify the Company against any and all claims which may arise under the Motor vehicles Act, 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 of workmen directly or indirectly for performance of service hereunder agreed upon.
- 11.0 The terms of this service Agreement shall be for a period of 2 (two) years commencing from the date of placement of vehicle for the first time as per advice from the Company with a provision for extension by 1(one) more year at the same rates, terms & conditions. Expiry on agreement period, which later date this agreement shall stand terminated without required any notice from either party to other , excepting, however, that the company reserves the right to extend this Agreement for further period not exceeding 1 (one) more year at same rates, terms and conditions herein embodies.
- The advice for such extension will be made 1(one) month prior to the normal date of expiry on extended date of expiry of the Service Agreement and the Transport Service Provider will be bound to accept the extension as advised. Further extension, if any, beyond the extended period of works agreement will be on mutual consent only but at the same rates, terms and conditions.
- 12.0 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 Transport Supplier.
- 13.0 Any notice required to be given under this service Agreement including all correspondence shall be addressed to the respective parties at their address given below. Any change in address shall be communicated by the respective parties in writing under registered cover at least fifteen days prior to the change of address:

Address

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

EXECUTIVE DIRECTOR (RP)
RAJASTHAN PROJECT
OIL INDIA LIMITED
12, OLD RESIDENCY ROAD,
JODHPUR. (RAJ)

14.0 Force Majeure

- 14.1 Notwithstanding anything herein to the Contrary, Supplier shall not be liable for forfeiture of its performance security, Payment of penalties or termination for defaults, 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.
- 14.2 For purpose of this clause, ‘Force Majeure’ means as event beyond the control of Supplier or and not involving Supplier’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.
- 14.3 If a Force Majeure situation arises, the Supplier shall promptly notify Company in writing of such condition and the cause thereof, Unless otherwise directed by Company in writing, Supplier shall continue to perform its obligations under the agreement as far as in reasonably practicable and shall seek all reasonable alternative means for performance not prevented by Force majeure event.
- 14.4 In the event of Force Majeure conditions involving war hostilities, riots, civil commotions, earthquake, strikes/lockouts, whether legal /illegal etc prevailing and continuing for more than 15 days, the Company shall be entitles to terminate the agreement by giving 15 days Notice thereof in writing after the first day’s of Force Majeure.

15.0 Arbitration

- 15.1 The Supplier 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.
- 15.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Supplier and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provision 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.

16.0 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 authorized representative of the Company and Supplier as are being done in this agreement.

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

SIGNED AND DELIVERED FOR AND ON BEHALF
OF (Signature of Transport
BY THE HAND OF Supplier or his Legal Attorney)
its Partner/Legal Attorney

.....
(FULL NAME of Signatory)

.....
(Seal of Supplier's Firm)

And in presence of:

.....
Signature of Witness)

Place : Jodhpur
Date :

.....
(Full Name of Signatory)

SIGNED & DELIVERED FOR & ON BEHALF
OF OIL INDIA LIMITED

Address:
.....
.....
.....

Designation : EXECUTIVE DIRECTOR (RP)
Place : Jodhpur
Date :

PART-II

PRICE SCHEDULE

Transport Service with Supply of 2WD TATA / ASHOK LEYLAND DIESEL TRUCK with driver **ON AS AND WHEN REQUIRED BASIS** for a period of 2(two) year with a provision for extension by 1(one) more year at the same rates, terms and conditions.

Description of Service	Unit	Rate per unit (In figure & word)
Transport Service with Supply of TATA/ Ashok Leyland Diesel Truck with Minimum wheel base of 420 mm, loading Capacity of not less than 7.5 Tonnes. The Truck should be registered not earlier than 01.01.2005 and Have standard fittings, tools, instruments etc., as required for proper running of the Vehicle. The rates quoted to include investment, all state/ central Govt /Statutory taxes as applicable in the State of Rajasthan, operating /running expenses, overhead expenditure, pay of drivers etc.		
a) Fixed charge per vehicle (Twenty four hours per day duty)	Per Day	Rs. (Rupees only)
b) Running charge per vehicle	Per KM	Rs. (Rupees only)

NOTE:

- 1.0 The above rates are inclusive of all statutory taxes applicable in the State of Rajasthan and the Supplier will be responsible for payment of all taxes to the State/Central Govt. Authority. The Supplier will produce documentary evidence of the same to the Company when asked for. No further charges will be payable to the Supplier during the currency of the Service Agreement.
- 2.0 The above schedule of Rates shall be applicable to the company's authorized handling of materials/journeys only. No payment will be made for refueling, garaging, maintenance etc.
- 3.0 The transport supplier will have to provide fooding and lodging for their drivers and helpers during the entire agreement period.
- 4.0 Only 7 (seven) days Notice period will be given for Termination of Service Agreement.

- 5.0 The Transport service shall be utilized for carrying of various equipment and items related to exploration drilling, production and other oil/gas field operations. The supplier will be responsible for any damage during transportation/carriage of the materials.
- 6.0 The Transport Service shall be required for OIL's operation in Jodhpur / Jaisalmer / Hamira / Bikaner / Sriganganagar district and other OIL's operational area on call on basis. The Truck shall be placed at Hamira Stores Complex. **Mobilation and release of truck will be from Hamira only.**
- 7.0 The loading platform should be able to accommodate 1 (ONE) No. Hydraulic winch having dimension of 3.80 M length x 2.50 M Breadth x 2.52 M height with proper Anchoring arrangements.
- 8.0 Only 24 (Twenty four) Hours Notice shall be given for placement of vehicle at Hamira. **Mobilisation and Demobilisation shall always be from Hamira.**
- 9.0 Payment will be made as per utilization of the service and as per certification of Operating Department.
- 10.0 The vehicle shall be utilized varying from 1(ONE) day to as many days as per OIL's requirement.
- 11.0 The number of vehicle requirement may vary from 1(ONE) No. to as many vehicles as per OIL's requirement.
- 12.0 The Supplier will have to produce all documents related to the Truck to the Company's representative for inspection and record. However, if desired, the Supplier may place similar Truck for a particular job.
- 13.0 The Company shall make payment within 30 days from the date of receipt of bill subject to adjustment/deduction as necessary for the service rendered in each calendar month.
- 14.0 The kilometer record must be maintained at a high standard of accuracy including the time of Placement/Release of the vehicle.

PART-III

SPECIAL TERMS AND CONDITION

- 1.0 The speedometer and kilometer record must be maintained at a high standard of accuracy. Any defects noticed by Company's officer at the initial and subsequent per indicial inspection shall have to be rectified forthwith by the Supplier at his cost. Until such rectification, the reading of the instrument will be subject to such correction factors as determined by the Company Officers. For purpose of monthly payments corrected reading of the various records, if such corrections is deemed necessary will be binding on the Supplier.
- 2.0 In the event any vehicles becoming out of order, or otherwise not available, a relief equivalent vehicle shall be placed in service immediately as substitute. Failure on the part of the Supplier will be liable to pay to the Company the liquidated damages as per Clause 7 of Part I of the Service Agreement. Also, the Company has the right to make alternative arrangement and cost over run, if any, will be recovered from the Transport Supplier.
- 3.0 Each driver of the vehicle must be in possession of valid professional driving licence authorizing him to drive this type of vehicle in the manner required under this service Agreement. Name of the driver with full particulars of driving licences shall be furnished to the Company at the commencement of this agreement and also on every occasion when a driver is required to be replaced for any reason.
- 4.0 Each drivers, when operating the vehicles, must be in a fit physical and mental condition and shall not be under the influences of intoxication of any type. Any violation of this clause will make the Supplier liable to pay to the Company the damage as per clause 7 of part I of the Service Agreement.
- 5.0 All persons employed by the Supplier under this Service Agreement must observe -
 - a) All the rules promulgated by Rajasthan State Administration from time to Time for working Rajasthan.
 - b) The security rules of the Company while working inside the declared prohibited areas. Any person found to be objectionable from security considerations must be replaced by the Supplier.
- 6.0 The vehicle shall carry such special Name Plates or Markings (for purpose of identification) "ON OIL INDIA LIMITED DUTY" and towing Hock at the rear, as directed by the Officer, all expenses being borne by the Transport Supplier.
- 7.0 During the currency of this Agreement, the Supplier shall NOT – withdrawn the vehicle from service for private purpose not uses it for private purpose (except in connection with repairs).
- 8.0 Subject to sub-clause below, the rates quoted in part II of this service agreement shall be binding on both parties during the whole currency of this service agreement and no change of these rates shall not allowed under any circumstances. The Supplier shall, however, be entitle to actual additional expenses as are incurred by his in respect of the following items only:

- (a) Increase in cost of HSD over the rates prevailing on the date of tender opening (). Such adjustment will be made only when the variation exceeds plus or minimum five percent on either side. Cost of HSD on Tender opening date is (Rs.)
 - (b) Exclude from its monthly bills such kilometerage as are involved on their own account, such as refueling, garaging, servicing etc.
- 9.0 The supplier agrees to maintain an office at Jodhpur with Government telephone facility and arrange, for the representative to make contract with Company's Officer as and when required to receive instructions as necessary.
- 10.0 The Supplier shall accept the distance in kilometer as ascertained by the Company's officer final.
- 11.0 All standard safety devices fitted to the vehicles should be in working condition.
- 12.0 The Truck placed for Service shall be of 7.5 MT capacity 2 WD TATA/ASHOK LEYLAND (registered not earlier than 01.01.2005), **Mobilisation / Demobilisation will be at Hamira.**
- 13.0 The Supplier will be required to make his own arrangement at his own cost for fueling/servicing/repairing of the vehicle, boarding and lodging of his staff.
- 14.0 The fixed charge for the vehicle will be payable from the time of reporting of the vehicle during the normal working hour of the Company and running charge will be payable additionally for the distance for which the vehicle is utilized as per certification of the operating department.

PART – IV

SPECIAL CONDITION

**DECLARATION OF PARTICULARS OF RELATIVES WORKING
IN OIL INDIA LIMITED**

I hereby certify that :

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

Sl.No.	NAME	RELATIONSHIP	DEPARTMENT
1.			
2.			
3.			
4.			

I declare that I have no other relative/relatives 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.
