

INVITATION FOR BIDS

1. Oil India Limited (OIL) invites Competitive Sealed Bids for Hiring of 2(Two) Nos. of Diesel Hydraulic Truck Mounted Mobile Cranes having minimum lifting capacity 30MT with Operator and Crew on Call-out basis, for a period of two years with a provision for extension by one more year or less, **under Single Stage Two Bid System**, from reputed and eligible Indian bidders only, for its RAJASTNAN PROJECT.

Tender No.	JCO 3676 P10
Capacity of Cranes	30 MT
Number of Crane	2 Nos.
Type of Service	Call-out Basis.
Vintage of Cranes	Registered after 01.01.2001
Bid Closing Date & Time	14 th July 2009 (15:15 Hrs.)
Tender Fee	Rs. 1,000.00
Bid Security	Rs. 2,00,000.00

2. Non-transferable bid documents can be obtained from any of the following offices of OIL on application and payment of non-refundable tender fee (PSU and SSI Units are exempted) as indicated above through crossed demand draft drawn in favour of Oil India Limited and made payable at Jodhpur /New Delhi /Kolkata. Tender documents will be on sale **from 15th June 2009** till one day prior to the scheduled Bid Closing Date.

Executive Director (RP) Oil India Limited 12, Old Residency Road Jodhpur- 342011	Sr. Advisor (C&P) Oil India Limited Plot No. 19, Sector-16A NOIDA	Head (Kolkata Branch) Oil India Limited 4, India Exchange Place Kolkata- 700001
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3. OIL reserves the right to refuse issue of tender document to such parties, about whose competence OIL is not satisfied, even payment of tender fee. Company's decision in this regard shall be final.
4. OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

(Please visit www.oil-india.com for details)



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गाचरण, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durgacharan, 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 3676 P10

Dear Sirs,

Sub : Hiring of two (02) numbers of Cranes with Operators and Crew on call out basis.

- 1.0 Rajasthan Project of Oil India Limited (OIL), a Govt. of India Enterprise, is engaged in Exploration and Production of Natural Gas from the Jaisalmer Basin and Heavy Oil (crude) from Bikaner-Nagaur Basins of Western Rajasthan, India. The Project office at Jodhpur, Rajasthan is well connected by Air, Rail and Road.
- 2.0 In connection with its operations in Rajasthan, OIL invites Bids from competent and reputed Indian Firms only, for HIRING OF TWO NUMBERS OF DIESEL HYDRAULIC TRUCK MOUNTED MOBILE CRANES HAVING CAPACITY 30(THIRTY) METRIC TONNES WITH OPERATORS AND CREW on call out basis. One complete set of bid document covering OIL's tender for hiring of above services is being issued herewith. You are requested to send your most competitive bid well before the scheduled bid closing date and time. For your ready reference, few salient points (covered in details in this Bid document) are highlighted below:

i)	Tender No.	: JCO 3676 P10 dated 06/06/2009
ii)	Type of Bid	: Single stage – Two bid
iii)	Bid Closing Date & Time	: 14/07/2009 (15:15 hrs IST)
iv)	Technical Bid Opening Date & Time	: 14/07/2009 (15:30 hrs IST)
v)	Commercial Bid Opening Date & Time	: Will be intimated to the qualified bidders nearer the time.
vi)	Bid Submission Place	: OIL INDIA LIMITED 12, Old Residency Road Jodhpur – 342011 RAJASTHAN (INDIA)
vii)	Bid Opening Place	: Executive Director's Office at Jodhpur
viii)	Bid Security Amount	: Rs 2,00,000.00
ix)	Amount Of Performance Guarantee	: 10% of the estimated contract value.
x)	Mobilisation Time	: 07 Days from the date of Letter of Intent (LOI) for the first call and 07 (seven) days from the date of intimation for subsequent calls
xi)	Quantum Of Liquidated Damage For Default In Timely Mobilisation (Ref..Para 6.1 Of Section –III)	: 1.5 times of daily fixed charges per Crane per day for default in timely mobilisation of one Crane for the call.
xii)	Penalty	: As defined under para 4.0 Section - V
xiii)	Duration Of Contract	: On call on basis for 02 (Two) years with provision

		for extension by one more year or less at the same rates, terms & conditions.
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3.0 OIL now looks forward to your active participation in the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

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

(RP)

SECTION – I

INVITATION FOR BIDS

1.0 Oil India Limited (OIL) invites Competitive Sealed Bids **under Single Stage Two Bid System** from reputed and eligible Indian bidders only, for its RAJASTNAN PROJECT.

1.1 Tender No. : JCO 3676 P10

1.2 Bid Closing Date : 14/07/ 2009
& Time : (15:15Hrs. IST)

1.3 Tender fee : Rs. 1,000.00

1.4 Bid Security : Rs.2,00,00.00

2.0 **Description of Service:** Hiring of services of two numbers readily available diesel hydraulic truck mounted mobile cranes having minimum lifting capacity as under with its operating crew/personnel for a period of two years with provision of further extension by one year or less at the discretion of OIL.

(a) Minimum lifting capacity: 30 MT: 02 Nos. of Crane

3.0 Non-transferable bid documents can be obtained from any of the following offices of OIL on application and payment of non-refundable tender fee (except PSU and SSI Units) as indicated above through crossed demand draft drawn in favour of Oil India Limited and made payable at Jodhpur/Kolkata/New Delhi. Tender documents will be on sale **from 15/06/2009** till one day prior to the scheduled Bid Closing Date.

Executive Director(RP)
Oil India Ltd
12, Old Residency Road
Jodhpur- 342011

Sr. Advisor(C&P)
Oil India Limited
Plot No. 19, Sector-16A
NOIDA

Head (Kolkata Branch)
Oil India Limited
4, India Exchange Place
Kolkata- 700001

4.0 OIL reserves the right to refuse issue of tender document to such parties, about whose competence OIL is not satisfied, even payment of tender fee. Company's decision in this regard shall be final.

5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

(END OF SECTION – I)

SECTION – II

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. BIDDING DOCUMENTS

2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Document. This bidding document includes the following:

(a) A forwarding letter highlighting the following points:

- (i) Oil India Limited 's Tender No.
 - (ii) Bid closing date and time.
 - (iii) Bid opening date, time and place.
 - (iv) The amount of Bid Security.
 - (v) The amount of performance guarantee.
 - (vi) Quantum of liquidated damages for default in timely mobilization.
 - (vii) Penalty for non availability of crane services.
- (b) Invitation for Bids (Section - I)
 - (c) Instructions to Bidders (Section - II)
 - (d) General Conditions of Contract (Section - III)
 - (e) Special Conditions of Contract (Section - IV)
 - (f) Scope of work / Terms of Reference (Section - V)
 - (g) Bid form & Schedule of Rates (Section - VI)
 - (h) The Bid Security Form (Section - VII)
 - (i) The Performance Security Form (Section - VIII)
 - (j) The Contract Form (Section - IX)
 - (k) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC)-(Section - X)

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

3.0 AMENDMENT OF BIDDING DOCUMENTS:

3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.

3.2 The Addendum will be sent in writing or by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company had issued the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require

additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

4.1 The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English version which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID:

5.1 The bid submitted by the Bidder must be under single stage two bid system and shall comprise of the following components:

I. TECHNICAL BID

- (i) Complete technical details of the Cranes with specifications and catalogue etc., if any.
- (ii) Details of manpower proposed to be deployed by the bidder with complete bio-data of the Operators.
- (iii) Documentary evidence established in accordance with Para 8.0 below.
- (iv) Bid Security furnished in accordance with Para 9.0 below.
- (v) Statement of compliance as per **Proforma – I** of Section – X.

II. COMMERCIAL (PRICED) BID

- (i) Bid Form & Schedule of rates as per Section–VI and **Proforma–II** of Section – X.

6.0 BID FORM:

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide Section - VI.

7.0 BID PRICE:

7.1 Unit prices must be quoted both in words and in figures in Indian Rupees only.

7.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties and taxes including Customs Duty (if any), corporate income taxes, Service tax and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price

submitted by the bidder. Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are listed in Bid Rejection Criteria vide Section – X.

9.0 BID SECURITY:

9.1 Pursuant to Para 5.0 above, the Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Forwarding Letter".

9.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 9.7 below.

9.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in the form of a bank guarantee issued by a scheduled Indian Bank or a foreign bank through its Indian branch in the form provided in the Bid Document and valid for 60 days beyond the validity of the bid. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) or alternatively at Delhi (India).

9.4 Any Bid not secured in accordance with above-mentioned subparagraphs 9.1 to 9.3 will be rejected by Company as non-responsive. However, Public Sector undertakings (central or state) are exempted from submission of bid security. Parties registered with Government Departments are nor exempted from submission of bid security against this tender.

9.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.

9.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

9.7 The Bid Security will be forfeited:

- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,

ii) To furnish Performance Security.

10.0 PERIOD OF VALIDITY OF BIDS:

10.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.

10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 9.0 above.

11.0 FORMAT AND SIGNING OF BID:

11.1 The Bidder shall prepare three copies of the bid clearly marking original "ORIGINAL" and rest "COPY". In the event of any discrepancy between them, the original shall prevail.

11.2 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.

11.3 The bid should contain no interlineation, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

C. SUBMISSION OF BIDS:

12.0 SEALING AND MARKING OF BIDS:

12.1 The tender is being processed according to a single stage - Two bid procedure. Offers should be submitted in two parts viz. Technical bid and Commercial (Priced) bid each in triplicate (One original and 2 copies).

12.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".

12.3 The cover containing the Technical Bid (Original and 2 copies) should be in one sealed cover bearing the following on the right hand top corner.

(i) Envelope No.1 Technical bid

(ii) Tender No. : -----

(iii) Bid closing date : -----

- (iv) Bidder's name : -----
- 12.4 The cover containing the Commercial (Priced) Bid (Original and 2 copies) should be in a separate sealed cover bearing the following on the right hand top corner.
- (i) Envelope No.2 Commercial (Priced) bid
 - (ii) Tender No. : -----
 - (iii) Bid closing date : -----
 - (iv) Bidder's name : -----
- 12.5 The above mentioned two separate covers containing Technical and Commercial (Priced) bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to OIL as mentioned in the “ Forwarding Letter”.
- (i) Tender No. : -----
 - (ii) Bid closing date : -----
 - (iii) Bidder's name : -----
- 12.6 The offer should contain complete terms and conditions, details of services and equipment/accessories offered, if any. The Bid Security mentioned in para 10.0 should be enclosed with the Technical Bid. **The price Schedule should not be put in the envelope containing the Technical Bid.**
- 12.7 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA – I** of Section – X. This should be enclosed with the technical bid.
- 12.8 Timely delivery of the bids is the responsibility of the Bidders. Bidders should send their bids as far as possible by Registered Post or by Courier Services. Company shall not be responsible for any postal delay/ transit loss.
- 12.9 Cable/ Fax/E-mail/ Telephonic offers will not be accepted.
- 13.0 **DEADLINE FOR SUBMISSION OF BIDS :**
- 13.1 Bids must be received by the Company at the address specified in the Forwarding Letter not later than 15:15 Hrs. (Indian Standard Time) on the bid closing date mentioned in the letter.
- 13.2 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.

14.0 LATE BIDS:

14.1 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS :

15.1 The Bidder, after submission of bid, may modify or withdraw its bid by written notice prior to bid closing.

15.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and despatched in accordance with the provisions of para 12.0. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

15.3 No bid can be modified subsequent to the deadline for submission of bids.

15.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

16.0 BID OPENING AND EVALUATION

16.1 Company will open the Bids, including submission(s) made pursuant to para 15.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

16.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 15.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

16.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, and such other details as the Company may consider appropriate.

16.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 16.2.

- 16.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

17.0 OPENING OF COMMERCIAL (PRICED) BIDS

- 17.1 Company will open the Commercial Bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Bidders will be intimated about the bid opening date in advance.
- 17.2 The Company will examine the Priced Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 17.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

18.0 EVALUATION AND COMPARISON OF BIDS :

- 18.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (section-X) of the tender document.

19.0 CONTACTING THE COMPANY :

- 19.1 Except as otherwise provided in para 15.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 16.5.
- 19.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

D. AWARD OF CONTRACT

20.0 AWARD CRITERIA:

- 20.1 The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

21.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

- 21.1 Company reserves the right to accept any bid and to reject any or all bids.

22.0 NOTIFICATION OF AWARD:

- 22.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.
- 22.2 The notification of award will constitute the formation of the Contract.

23.0 SIGNING OF CONTRACT:

- 23.1 At the same time as the Company notifies the successful Bidder that his Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works, schedules of rates and all other relevant documents.
- 23.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

24.0 PERFORMANCE SECURITY :

- 24.1 Within 07 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Forwarding

Letter in the performance Security Form as provided in the Bidding Document or in any other form acceptable to the Company from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

- 24.2 The performance security specified above must be valid for four (04) months beyond the expiry date of the contract to cover the warranty obligations indicated in para 11.0 of Section - IV hereof and to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 10% of the contract value for the extended period and also to extend the validity of the performance security accordingly.
- 24.3 Failure of the successful bidder to comply with the requirements of para 23.1 to 24.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

(END OF SECTION – II)

SECTION –III

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled ' Hiring of two numbers diesel hydraulic truck mounted mobile Cranes with Operators and Crew' and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activities required for the successful performance of the services described under this contract.
- 1.5 'Operating Area' means those areas on-shore in India in which company or its affiliated company may from time to time be entitled to execute such services/operations.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the Crane(s) together with its Operator(s) and Crew are mobilized and placed at the designated location free from any encumbrance and certified by the Company representative about readiness to take up the assigned jobs under the contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.

1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination and project management at site.

2.0 EFFECTIVE DATE AND DURATION OF CONTRACT :

2.1 The Contract shall become effective as of the date the company notifies the successful bidder(s) that they have been awarded the Contract from and it shall remain in force for a period of two year on call on basis (as specified in the Forwarding Letter) from the date of commencement. The Contract may be extended for another one year or lesser period at the discretion of Company at the same rates, terms and conditions.

2.2 Subsequent extension of the Contract will be on rates, terms and conditions to be mutually agreed upon between the parties.

3.0 CONTRACTOR'S PERSONNEL :

3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.

3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, and other relevant data of the Crane Operator(s) to be deployed for scrutiny and clearance by the Company before the actual deployment. The contractor shall not deploy its personnel unless cleared by the Company.

3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

4.1 It is expressly understood that Contractor is an independent contractor and that neither it nor its employees and its sub-contractors are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment, materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check and control implementation of work- programmes, equipment, inspect works performed by Contractor or examine records kept at site by Contractor.

- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.
- 4.3 Except as otherwise provided in the Terms of Reference/Scope of Work and the special conditions of contract, Contractor shall provide all un-skilled labour and other personnel as required to perform the work.
- 4.4 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely completion of the work.
- 4.5 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.
- 4.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.
- 5.0 GENERAL OBLIGATIONS OF COMPANY:
- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 5.3 Ingress and Egress at Location: - Company shall provide Contractor requisite certificates for obtaining rights of ingress to/egress from the site, including any certificates required for permits or licenses for the movement of Contractor's personnel. Should such permits/ licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's persons such persons should be promptly removed from the list by the Contractor and replaced by acceptable persons.
- 6.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION :
- 6.1 1.5 times of daily Fixed charges per Crane per day for default in timely mobilization per day per call. If a Crane is not placed at site by defaulting for a maximum of 03 (three) days after lapse of the specified date mentioned in the LOI / Call letter then OIL may cancel the requirement of the Crane in that Call and no payment against mobilization and demobilization will be paid.

6.2 The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to mobilize and commence operation within the stipulated period.

7.0 PENALTY :

As defined under para 4.0 of Section – V.

8.0 TAXES AND DUTIES

8.1 All taxes whether Corporate or Personnel will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.

8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of labour/sub-contractor or other contracts awarded to other parties.

8.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.

8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.

8.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.

8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.

8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.

8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company.

8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.

8.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

9.0 SUBSEQUENTLY ENACTED LAWS :

Subsequent to the date of issue of letter of intent/award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.

10.0 USE OF COMPANY'S EQUIPMENT :

10.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.

11.0 WAIVERS AND AMENDMENTS :

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

12.0 CONFIDENTIALITY :

12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.

12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

12.3 Contractor shall handover to Company all Company's documents or drafts concerning operations carried out and which are still in its possession at the successful completion of the project.

13.0 NOTICES:

- 13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below :

COMPANY

OIL INDIA LIMITED
12, OLD RESIDENCY ROAD
JODHPUR – 342011
RAJASTHAN (INDIA)
Fax No. 0291- 2431689
E-MAIL: mat_rp@oilindia.in

CONTRACTOR

- 13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

- 14.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

(END OF SECTION - III)

SECTION –IV

SPECIAL CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY'S PERSONNEL

- 1.1 Company may depute more than one representative to act on its behalf for overall co-ordination and operational management at location. Company's representative shall have the authority to order any changes within the general scope of work herein under to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor; monitor the progress so as to ensure the timely/orderly completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.
- 1.2 There shall be free access to all the equipment of the Contractor during operations and idle time by Company's representatives for the purpose of observing / inspecting the operations performed by Contractor in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the contract

2.0 PROVISION OF PERSONNEL AND FACILITIES

- 2.1 The Contractor shall provide competent and experienced Crane Operator(s) for the services as per provision of this contract. On Company's request, Contractor shall remove and replace at their own expenses, any of their personnel whose presence is considered undesirable in the opinion of Company. The Contractor shall provide the supporting staff at their own expenses. Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company's representative will certify completeness of mobilisation of the Contractor for start of operations.
- 2.2 The Contractor shall be responsible for, and shall provide for all requirements of their personnel, and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation, vacation, salaries and all amenities, termination payment at no charge to the Company.

3.0 INSURANCE

- 3.1 Contractor shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials and equipment belonging to Contractor or its sub-contractor during the currency of the contract.

- 3.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others :
- a) Comprehensive workmen compensation insurance as required by the laws of the country of origin of employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage to property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
 - d) Equipment/materials provided by the Contractor for performance of the work hereunder shall have an insurance cover with a suitable limit.
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits as per Indian Insurance Regulations.
- 3.3 Contractor will obtain additional insurance or revise the limits of existing insurance as per Company's request and provided the same is permissible as per India Insurance Regulations, in which case additional cost shall be to Company's account.
- 3.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 3.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies relating to Contractor's operations hereunder indicating :
- a) kinds and amount of insurance as required herein;
 - b) insurance company or companies carrying the aforesaid coverage;
 - c) effective and expiry dates of policies;
 - d) territorial limits of the policies.
- 3.6 If any of the above policies expire or is cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then Company will renew/replace the same and charge the cost thereof to the Contractor. Should there be a lapse in any insurance required to be carried by Contractor hereunder for any reason whatsoever, loss/ damage claims resulting therefrom shall be to the sole account of Contractor.
- 3.7 Contractor shall require all of their sub-contractors to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this contract and inform Company about the coverage prior to the commencement of agreements with its sub-contractor.

- 3.8 All insurances taken out by Contractor or their sub-contractors shall be endorsed to provide that the underwriters waive their rights of recourse on Company.
- 3.9 Similarly, all insurances taken out by Company shall be endorsed to provide that the underwriters waive their rights of recourse on Contractor or their contractors and sub-contractors.

4.0 LIABILITY

- 4.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and or his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 4.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and / or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 4.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 4.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 4.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and / or its servants, agents, nominees, assignees, contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless

Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.

- 4.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of contractor and/or its servants, agents, nominees, assignees, contractors and subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 4.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 4.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

5.0 CONSEQUENTIAL DAMAGE

- 5.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

6.0 WITH-HOLDING

- 6.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of :

- (a) For non-completion of jobs assigned as per Section-V.
- (b) Contractor's indebtedness arising out of execution of this contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.

- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- (j) With-holding will also be effected on account of the following :
 - i) Garnishee order issued by a Court of Law in India .
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country .
 - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws .
 - iv) Any payment due from Contractor in respect of unauthorised imports.

6.1.1 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

6.2 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

7.0 APPLICABLE LAW

7.1 The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

7.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits / licenses etc. from appropriate authorities for conducting operations under the Contract :

- a) The Mines Act - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1984.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act., 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) The RST Act.
- l) Service Tax Act.
- m) Customs and Excise Acts and rules framed thereunder

8.0 MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 8.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.
- 8.3 During the life of the contract, Contractor shall keep the site where the services are being performed, reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckages, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind, and leave the whole site in a clean condition to the satisfaction of Company.
- 8.4 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site where the services are performed, shall as between Company and Contractor be deemed to be the absolute property of Company. Contractor shall take reasonable precautions to prevent its personnel or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and, before removal, acquaint

Company of such discovery and carry out, at the expense of Company, Company's orders as to the disposal of the same.

- 8.5 Crane Operator(s) performing the work under this contract cannot be changed as far as practicable during the tenure of the contract except due to sickness/death/resignation of the personnel, in which case the replaced person should be equally competent and experienced which will again be subject to approval by Company.
- 8.6 In view of the close proximity of operational area to the International Border, the bidders are requested to take note of the following and ensure strict compliance.
- i) Obtaining necessary security clearance from the Ministry of Defence or any other clearance as may be applicable for the Foreign Nationals deployed in their workforce, if any, will be the sole responsibility of the bidder. However, Company will help to the extent possible in providing any documents/certificates required in this regard.
 - ii) Movement of personnel will be restricted to the laid down routes, camp sites and routine. Under no circumstances, shall the civilians be permitted near army installations/defence works.
 - iii) Army troops deployed in the area will have the authority to check the photo identity cards which will be provided to all Contractors personnel by OIL after requisite Police verification. For this purpose, the successful bidder must furnish full particulars of their entire workforce with photographs in 15 days advance of mobilization.

9.0 EMPLOYMENT OF OFFICIAL OF THE COMPANY

Firms/Contractors who have or had business relations with the Company are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/ Contractors who fail to comply with the advice.

10.0 SUB - CONTRACTING

Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

11.0 AREA OF OPERATION

The Company reserves the right to deploy the Cranes under the same rates, terms and conditions anywhere in its oilfields in Rajasthan being operated by Joint Venture / Production sharing companies where the Company is the Operator in addition to its own fields of operation. OIL also reserves the right to deploy the services on OIL's other operational area during the tenure of the contract with mutually agreed terms as regards to Mobilisation / Demobilisation charges.

12.0 General Health, Safety and Environment aspects will be as per the terms set forth in Appendix –A

(END OF SECTION – IV)

SECTION – V

SCOPE OF WORK / TERMS OF REFERENCE

1.0 INTRODUCTION

This section establishes the scope and schedule for the work to be performed by Contractor and describes references, specifications, instructions, standards and other documents, the specifications for any materials, tools or equipment, which Contractor shall satisfy or adhere to in the performance of the work.

2.0 DESCRIPTION OF SERVICES

- 2.1 Hiring of services of two numbers readily available diesel hydraulic truck mounted mobile cranes having minimum lifting capacities as under with its operating crew/personnel for a period of two years on as and when call on basis with provision of further extension by one year or less at the discretion of OIL.
- a) Minimum lifting capacity : 30 MT : 02 Nos. Crane
- 2.2 The cranes should not be manufactured and registered before 01.01.2001 and must have the following features;
- i) Operating radius of 03 (three) meters and 360 degree slew in either direction
 - ii) Hydraulically operated telescopic boom of total length minimum 20 (twenty) meters and meeting the duty condition of lifting minimum 15 (fifteen) MT at 06 (six) meters operating radius with height of lift 9 (nine) meters from the ground level.
- 2.3 The Contractor has to carry out the crane services in the area of Company's operations in the State of Rajasthan as per instructions of Company's Engineers. Deployment of adequate number of experienced Operators and Helpers/Mazdoors with the cranes for round the clock operations will be the sole responsibility of the Contractor(s).
- 2.4 The Contractor must submit the originals and a set of photo copies of Registration Certificate, Driving License, Experience Certificate of Crew operator, fitness Certificate etc. & No Objection Certificate from the owner during a call in case the Crane/Cranes are replaced with the offered Crane/Cranes at the time of submitting the tender. In all cases the specifications and vintage of the Crane should be maintained i.e. **Registered after 01.01.2001.**
- #### **3.0 MANNER OF CONDUCTING WORK**
- The Contractor shall carry out all operations hereunder with due diligence, in a safe and workmen like manner and in accordance with the accepted practice and safety rules of the company in the area of its operations.

4.0 PENALTY:

The Contractor(s) will be liable to pay penalty for non-availability of crane services at any time for any reason whatsoever except for authorised maintenance breaks (max. 06(six) hours in each call per Crane). Such non-availability of crane services will be treated as shut down and will attract penalty at the following rates.

- i) **During shutdown in a call, excluding authorised maintenance hours penalty @ 1.5 times of the daily fixed charges or part thereof will be leviable.**
- ii) **During the shut down hours the daily fixed charges per Crane or part thereof will not be paid by OIL to the contractor.**

5.0 OBLIGATIONS OF THE CONTRACTOR

5.1 The Contractor shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.

5.2 The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of crane or operations of the services envisaged under this contract including liability under the Statutory Act or any other. Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this contract shall have to be performed by the Contractor only and shall be his/her/their sole responsibility. Be it stated particularly that the Contractor hereby undertakes to fully implement entirely at his/her/their own cost all the provisions of the Motor Transport Workers Act 1961 and other statutory Acts as may be in force from time to time and the rules framed there under as may be applicable to the operation of the service envisaged under this contract in the area of operations of the Company.

5.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Contractor for the services rendered under this agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/workmen employed by the Contractor will be solely against the Contractor and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Contractor against the services envisaged under this agreement shall have to be settled and satisfied by the contractor solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this contract shall also be deemed as a default.

5.4 The Company shall neither entertain any demands from the employees of the contractor nor deal directly or indirectly with any recognised or un-recognised unions of such employees. Be it expressly stated that it shall be primarily and solely the responsibility of the contractor to deal, interact and settle any demands or disputes of his/her/their employees individually or through any unions or otherwise and the company shall not mediate in this matter at all.

- 5.5 Any unsettled disputes between the Contractor and his/her/their employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. In the event of such strike, whether legal or illegal, the crane shall be treated as shut down. Any failure on the part of the Contractor to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this contract would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company.
- 5.6 The Contractor shall ensure that the cranes deployed under this service agreement do not cause any damage to the Company's properties. In the event of any such damages, the cost of repair in respect thereof as determined by the company's Engineer shall be deducted from the contractor's outstanding bills. The Company's decision in this regard shall be final and binding.
- 5.7 The Contractor will keep the Cranes at the Company's site/yard as directed by the Company's Engineer at the end of the day's work. The contractor found violating, this will be liable for breach of contract.
- 5.8 The Contractor must provide the cranes for duties in time on any particular day as per the instructions of the company's Engineer. In the event of failure to adhere to the foregoing or in the event of unauthorised release of the cranes before completion of the normal duty hours, the cranes shall be treated as shutdown and will attract penalty for each such failure.
- 5.9 The contractor should ensure that the operators/helpers/mazdoors (as applicable) are available for round the clock operations. During off-days or leave period of the regular drivers/crew, proper replacement as per contractual requirements must be provided. In the event of failure to do so would tantamount to a default and the cranes shall be treated as shutdown, in which case penalty shall be deducted from the Contractor as per provision of this contract.
- 5.10 The contractor must maintain a register incorporating particulars with the name(s) of the operator & helper/Crew engaged by the Contractor and the aforesaid be required to sign the register maintained for this purpose, for monitoring their daily attendance, off days; holidays and leave roster etc. This will ensure proper roster of the crew in respect of compliance with the various Statutory Acts. This register must be available for inspection by the appropriate authorities as and when required. The contractor will be required to submit a certificate to the Company every month along with the Monthly Statement cum Bill in proper format to the effect that all statutory requirements effecting the operations of the service under this contract under various Statutory Acts have been complied with.
- 5.11 The Contractor shall only undertake jobs/journeys authorised by the Company's Engineer. Any unauthorised jobs/journeys shall be treated as breach of Contract and shall attract penalty for each such occurrence without prejudice to the Company's right to terminate the contract without any compensation to the Contractor on any compensation to the Contractor on any account whatsoever.

- 5.12 The Contractor would be required to submit the statement of payments made to his/her/their crew employed on the Service envisaged under this agreement as and when required by the appropriate authorities.
- 5.13 The Contractor will indemnify the company against any claims by the driver(s)/crew on account of payment of wages, bonus, perquisites etc.
- 5.14 The contractor shall operate the service envisaged under this contract in an efficient, workmen like manner as per the instructions of the Company's Engineer. The contractor shall abide by the Company Engineer's instructions always and ensure continuous uninterrupted service on day-to-day basis.

6.0 Particulars, specifications and instruction to the contractor

- 6.1 The Contractor shall instruct his/her/their crew suitably to ensure that while operating all safety & precautionary measures as enforced are necessarily observed. Any breach of law due to violation shall have to be redressed by the Contractor entirely at his/her/their own cost.
- 6.2 The Cranes described/set out in this contract must be equipped with all standard fittings, instruments etc., and shall be at all times fully conform with all provisions of the Motor Vehicles Act, 1988 and other norms set out by competent authority.
- 6.3 The cranes must all times be comprehensively insured against all risks and also registered and must possess valid permit etc. as raised by the law.
- 6.4 The operator(s) must possess valid and relevant permits and licenses with experience in carrying out similar jobs. A proof or Certificate regarding the capability of the operator(s) must be provided.
- 6.5 The Cranes must be registered with the RTO and periodic requirements of fitness, test, must be complied with the evidences produced to the Company's Engineer in this regard as and when required by him/her/them.
- 6.6 The Cranes must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the company.
- 6.7 The Contractor must ensure timely renewals of all licenses and permits within the due dates.
- 6.8 The contractor shall arrange for/provide sheds etc. for repairing, servicing and parking of crane(s) at site at his/her/their own cost. However, free space/land will be provided by the Company for such purpose.
- 6.9 The Cranes must be maintained in first class job worthy, sound mechanical condition along with availability of all tools, tackles, slings etc. required to carry out all jobs. These tools, tackles, slings etc will be periodically inspected by Company's Engineer with

respect to quality, safety etc. If anything is found not suitable, it has to be replaced by the contractor immediately.

6.10(a) Hour meter/speedometer and kilometreage gauges must be maintained at a high standard of accuracy. Any defects noticed by the Company's Engineer at the initial and subsequent periodical inspection must be rectified forthwith by the contractor at his/her/their own cost. Until such rectification, the readings of the instrument will be subject to such correction factor as may be determined by the Company's Engineer. The Company's decision in this regard shall be final and binding on the Contractor.

6.10(b) Monthly payments shall accordingly be regulated according to the corrected readings.

6.11 All employees of the contractor who are deployed under this service contract must observe the security and safety rules of the company when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable from security consideration must be replaced forthwith by the Contractor.

6.12 The Cranes must carry special nameplates or marking for the purpose of identification as directed by the Company's Engineer. Wherever required, the crane(s) must also be provided with the towing hook. All expenses on account of the foregoing shall be borne by the contractor entirely on his/her/their own cost.

6.13 "ON OIL INDIA DUTY" must be painted prominently on the crane.

6.14 The Contractor(s) shall furnish together with related power of attorney the names and specimen signature(s) of the authorized representative(s) who will be overall in-charge of the Contractor's organisation to carry out its obligations including preparation of bills, receipts of cheques etc.

6.15 The Contractor must furnish to the company upon initial placement of the Cranes, the name(s) of the Operator(s), Helper(s), Mazdoors/crew as may be applicable together with particulars of their driving license(s) etc. In case any changes are made in the crew deployed under this contract at any time during the tenure of this contract, the contractor must notify the Company in writing and furnish similar particulars as required hereof in respect of the replacement(s).

7.0 RIGHTS OF COMPANY'S ENGINEER:

7.1 Company's Engineer shall upon initial placement of the cranes check all the relevant documentation such as Registration, Fitness certificates and licences and duly inspect/test the crane before accepting it for the services under this agreement. Such inspection/test shall be carried out entirely at the Contractor's risk and cost. If the cranes are found deficient or defective in any manner, these will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Engineer.

7.2 The Company's Engineer shall arrange for allocation of the cranes' duty to the various areas/locations.

7.3 Upon deployment of the crane to a specified site the crane service shall have to be provided by the Contractor to the satisfaction of the Company's Engineer.

7.4 The Company's Engineer shall have power amongst others as follows:

- a) Allocate the jobs to be carried out on a daily basis for the cranes and regularly monitor the same.
- b) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
- c) Instruct the contractor to replace by more suitable hands any of his/her/their crew engaged for operating the cranes or for general management of the service. When such person is found unsuitable for the purpose of rendering efficient service to the Company under this agreement. Be it expressly stated that the Company shall not be responsible or liable in the event of any action by the Contractor against his/her/their employees or workmen in any manner whatsoever arising out of their removal or replacement.
- d) Instruct the Contractor to remedy breach of contract and levy any penalty in relation thereto.
- e) Refuse the services of any crane found in deteriorated conditions and order the Contractor to rectify the defects.
- f) Instruct the Contractor to keep the crane at a specified place within the Company's premises areas.
- g) Instruct the Contractor to utilise the services beyond the stipulated hours of service.
- h) Instruct the Contractor to undertake authorized jobs at specified location(s).
- i) Undertake periodic inspection of the crane as per programme as may be decided by him/her/them. Such inspection shall be carried out in the presence of the Contractor or in the presence of his/her/their-authorized representative. Such inspection/test carried out by the Company shall be at the contractor's cost and risk.
- j) Instruct the contractor to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Contractor's cost entirely. Instruct the contractor to remove the crane, in respect of which the defects as afore stated which have been detected upon inspection/test periodically by the company, which have remained unrectified.
- k) Instruct the Contractor to remove the crane in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
- l) Check the Hour meter/speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the Hour meter/speedometer and kilometer readings are found to be defective.
- m) Instruct the contractor to furnish the names of all operators and crew with full particulars at the time of commencement of the service or on any occasion when such driver(s) / crew are required to be replaced for any reason.

- n) The company's Engineer shall clearly indicate the total shut down hours in a month due to maintenance of the crane(s) and/or default with reason in the monthly statement which will be treated as final for determining penalty, if any.
- 7.5 The Contractor would at all times obey the instructions of the company's Engineer and ensure compliance of the above mentioned orders and instructions.
- 8.0 The contractor shall commence the supply of regular and continuous service by placing the crane as per this agreement on and with effect from the due date of placement. Any delay in placement of Crane(s) for whatsoever reasons beyond the stipulated due date of placement will call for forfeiture of performance bank guarantee.
- 8.1 The contractor shall deploy, maintain and provide services of the cranes everyday with operators and crew as required by the Company. In the event of a default leading to a shutdown the contractor shall not be paid the daily pro-rata fixed charge for the day(s) or part thereof and also be liable to pay to the company penalty. Such penalties will be recovered normally from the contractor's outstanding and forth coming bills for the specific shut down of crane(s). However, in case of outstanding bill for such shut down is not adequate for recovery, the company will have the right to recover the same from the performance bank guarantee deposited.
- 8.2 In case of default not leading to shut down, the Company's Engineer shall notify the Contractor to remedy the default within reasonable time and till such default is remedied, if necessary the crane(s) shall be released to the contractor, whereupon it shall be treated as shut down and the pro-rata fixed charge per day shall not be paid for the period of shut down and penalty as applicable shall be levied too.
- 8.3(a) In case of accidents and consequent non-availability of crane, pro-rata fixed charges will be deducted but the same will not attract penalty if the Contractor notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Contractor shall be required as mandatory in addition to other proof to be submitted and accepted by Deputy General Manager (Drilling). However, this will not be applicable in case of;
- (i) Accidents caused by rough/rash driving/operation or because of negligence of operator engaged.
 - ii) Where a FIR is lodged by a third party and services of the Crane(s) is/are not available for formalities to be observed as per the laws of the land. In such a situation the Cranes will be treated as shut down and will attract penalty in addition to deduction of pro-rata fixed charges.
- 8.3(b) In case of accidents or otherwise leading to damage/breakdown of the crane the time required to repair and place back the crane into company' service shall be decided by the Company's Deputy General Manager (Drilling) which shall be final and not alterable. On

expiry of such allotted time, pending placement of crane(s) penalty will be recovered in addition to the deduction of pro-rata fixed charges.

- 8.3(c) In case of Bundhs, Rasta Roko, Strike etc. called by other organisation and not by any OIL Contractors Association if the crane is not available for operations due to absence of operator or otherwise the crane will be treated as shut down and pro-rata fixed charge will be deducted. However, if Company feels such shut down could have been avoided penalty will be imposed and shall be recovered from the subsequent bills of the Contractor with proper intimation. It is to be clearly understood that 48 hours time allotted per month per crane for general maintenance without deduction of pro-rata fixed charges will not be adjusted against such bundh/strike period.

9.0 TERMINATION:

- 9.1 In the event of the Contractor's failure to place the cranes in due time or render proper services as per terms of this contract, the Company reserves the right to terminate the contract in full or partly. This service contract shall stand terminated and contractor shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.
- 9.2 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor to terminate this contract in whole or in part, if the Contractor fails to perform any of his/her/their obligations under this agreement or if the Contractor does not cure/remedy his/her/their failure/defects immediately upon receipt of notice from the Company or during any such time as the Company may advise in writing. Company will not pay any damage or compensation on account of such termination except for payment then due to the Contractor towards successful operations till the date of termination.
- 9.3 In the event of Company terminates the contract in whole or in part pursuant to clause No. 9.2, the Company may procure, upon such terms and in such manner as may deem appropriate similar services and in such cases the contractor shall be liable for any excess costs incurred by the company in this regard. However, the contractor shall continue performance of the Contract to the extent not terminated.
- 9.4 The Company may at any time terminate the contract giving a written notice to the Contractor without compensating him, if the contractor becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or affect any right of action or remedy which occurred or will occur thereafter to the Company.
- 9.5 The Company may issue written notice to the Contractor to terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for company's convenience, the extent to which performance of service under this agreement is terminated and the date from which such termination becomes effective, will be at least 07(seven) days after the date of the notice of termination. If the Company exercise this right, it shall pay the Contractor in accordance

with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The contractor will not be entitled to any damages or compensation on account of such termination.

10.0 PAYMENT TO THE CONTRACTOR

10.0(a) The Company will make payment after successful completion of service of each call subject to adjustment/deduction as necessary for the services rendered in each call and will endeavour to pay before expiry of 30(Thirty) days from the date of submission of statement-cum-bill, for the call for every crane on the basis of accepted rates calculation as provisioned in this Service contract. The above period shall be counted from the day when all statements in respect of all crane(s) to be deployed under this contract are received by the Company.

10.0(b) At the end of the call, the Contractor will have to submit the statement-cum-bill in triplicate. Along with the call statement-cum-bill, the Contractor will also submit to the user department a certificate, every call confirming compliance with the statutory requirement and in absence of the said certificate, bill will not be processed for payment and any delay arising out of the same shall be attributable to the Contractor.

10.0(c) Call statement/bills submitted by the Contractor will be crosschecked by the Company with the records maintained by the Company. Wherever discrepancies are found the company will have right to make necessary corrections in the statement/bills submitted by the Contractor before certifying/countersigning the same for processing payment.

10.0(d) A daily logbook will be maintained in triplicate. The Contractor's representative or his/her/their crane operator should collect the original and a copy of the daily logbook, which have to be submitted with statement-cum-bill for claiming payment.

11.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the crane or operation of the services envisaged under this Agreement including liability under the Motor Vehicles Act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The statutory requirements and obligations to be performed under the above Acts or any other enactment affecting the operation of services under this Agreement shall have to be performed by the Contractor only and shall be his/her/their sole responsibility.

12.0 The terms of this Service Agreement shall be for a period of 02(two) years only commencing on _____ and expiring on _____ which later date of this agreement shall stand terminated without requiring any notice from either party to the other. If so desired, the company may extend the said service agreement for a further period of upto one year at the same rates, terms and conditions if the services are found to be satisfactory and the /contractor shall have no option to refuse such extension.

13.0 FORCE MAJEURE:

Force Majeure means except or otherwise specified in the event of either party being rendered unable by force majeure to perform any obligations required to be performed by them under this Agreement, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The terms "Force Majeure" as employed herein shall include Acts of God, War, Revolt, Riots, Fire, Flood, illegal & unlawful Strikes, Bundhs, Sabotage, failure or destruction of roads, culverts or bridges over or on which Contractor's crane(s) is/are to travel. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 48(forty eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his/her/their claim. The Force Majeure (Exemption) clause of International Chamber of Commerce (ICC Publication No. 421) will be applicable under this contract.

14.0 ARBITRATION AND CONCILIATION:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties. Place of Arbitration: Jodhpur (Rajasthan).

15.0 SPECIAL INSTRUCTIONS :

CLAUSE – I

- (i) The Contractor should ensure that while operating, all safety norms should be followed.
- (ii) The cranes shall at all times be comprehensively insured by the Contractor against all risks at his/her/their cost.
- (iii) The right of the Contractor to place the cranes in Company's service shall be free from all financial/legal complications and encumbrances and should there be any interruption in Company's service due to such complications, on demand, full compensates the loss incurred by the latter.
- (iv) The Contractor shall bear all other expenditure in way of fulfilling the statutory obligations of the Central and State Government during the period of the service Agreement, subject only to entitlement under Clause IV hereunder.
- (v) All the cranes will be duly inspected/tested by Company before accepting any crane for its operation. Such inspection/tests shall be carried entirely at Contractor's risk. Any

crane found deficient or defective in any manner will not be accepted until such deficiency is completely rectified to the satisfaction of the Engineer.

CLAUSE – II

During the entire period of validity of this service Agreement, the Contractor shall be required to fulfill the following conditions, failing which the contractor shall be liable for penalty as determined by the Company.

- i) In case the contractor fails to place the cranes for duties in time on any particular day, without prior permission from Company, then delayed placement will not normally be accepted. On such occasions crane/s will be treated as shutdown and the same will attract pro-rata deduction of fixed charge and also imposition of penalty at rates specified.
- ii) Similarly, if the crane/s is/are found to be deployed for any other duties during the period when allowed for routine, servicing/maintenance, then also crane will be treated as shutdown and the same will attract pro-rate deduction of fixed charge and also imposition of penalty at rates specified.
- iii) The crane of the contractor under this agreement will be used for jobs like loading, unloading, shifting, aligning, handling, placing etc. of all types of Company's materials, in OIL areas of activities in Rajasthan.
- iv) The operator & each member of the Crew when operating the cranes must be in physically and mentally fit condition and shall not be under influence of intoxication of any type. Any violation of this clause will result in shut down of crane and will attract penalty as per provision in this Service contract. The operator and crew shall have to comply with all the requirements as provided in the Motor Crane/s Act and the Rules framed there under.

CLAUSE – III

During the currency of this Service Agreement, the Contractor shall not –

- i) Withdraw the crane from service for any reason nor operate the crane for private purpose.
- ii) Refuse to base & deploy crane at any station in Rajasthan or as specified by the Engineer from time to time in writing in connection with Company's activities.
- iii) Refuse to carry out any job authorised by the Company's Engineer.

CLAUSE – IV

For purpose of payment for the service rendered, the contractor shall –

- i) Accept as final & the Log Sheets/statements maintained by the Company for day-to-day running of the cranes in addition to his/her/their maintaining triplicate records of such Log Books/Statements, duly countersigned by the Company's representative and shall submit such information and bills in such manner as prescribed by the Engineer at the commencement of the service or as modified from time to time.
- ii) Excludes from its monthly bills such kilometerage as are involved on their own account, such as garaging, servicing etc.

CLAUSE – V

For proper and efficient functioning of the crane services contemplated under its Service Agreement the Contractor shall –

- i) Furnish along with related Power of Attorney /Affidavit the name and specimen signature of the authorised representative who will be in overall charge of obligations, including preparing bills, receive cheques etc.
- ii) Arrange for representative to report to Company's Engineer daily to receive instructions as necessary.
- iii) Furnish advance program of maintenance/servicing of crane.
- iv) Freely consult the Engineer regarding ways and means to improve the quality of service to Company's satisfaction and to maintain a high standard of service.

CLAUSE – VI

- i) The service period will be counted from the date of placement of the crane into the service of the Company.
- ii) "ON OIL INDIA DUTY" should be painted prominently above the windshield glass/number plate of the crane.
- iii) Contractor's representative will report everyday to the Transport Office for receiving instructions for duties of crane allotted for the day-to-day operations.
- iv) An undertaking of safety measures to be adopted has to be given before the commencement of the Service Agreement. The format for such declaration is available in the contract office.
- v) The Contractor ensures that the time taken by the crane in movement from one field/site to another field/site shall not exceed the normal traveling time. The "NORMAL TRAVELING TIME" shall be computed at standard average speed by the Company's Engineer.

- vi) The Contractor shall have to provide adequate quality of tools, tackles, slings, hooks, dunnage material, other expedient for loading/unloading etc. to ensure prompt and efficient operations in slushy and difficult oil field conditions by the crane, as per the requirement of the operation to obtain an optimum use of crane. He shall also maintain the crane in perfect working condition for the rated capacity and designed efficiency during the period of contract.
- vii) The Company shall not be responsible for any claim /compensation that arises due to damages/ injury to the contractor's crane/property/operator/driver/rigger – slinger/mazdoor/ labourers and staff under any circumstances while the crane/s is/are engaged for the OIL duty by him. The contractor shall ensure that his crew should refrain from smoking or carry any inflammable substance at the installations/rig-site/stores yards etc. while on duty with OIL. The contractor shall also abide by and comply with all rules regarding safety and security measures while on duty with OIL as per the Mines Act/any other act or statutory order or executive instructions from the competent authority as per directions issued by the safety representative of the OIL and also of its representative at the work site/ installations. The contractor shall provide necessary safety kits and liveries as per the regulations to his employees.
- viii) In order to maintain necessary operational efficiency, the contractor is expected to possess Jeep/Pickup and any other light transport arrangement for transportation of fuel, crew, expeditors, repair staff or any other assistance required by the crane /crew to meet the urgency of the connected operations.
- ix) The Contractor shall not refuse to operate the Crane in slushy, muddy, and underfoot plinth conditions prevailing in Oil field areas, if Company's Engineer certifies the condition of plinth.

(END OF SECTION – V)

SECTION – VI

BID FORM AND PRICE SCHEDULE

(A) BID FORM

Date :
Tender No. :

OIL INDIA LIMITED
12, OLD RESIDENCY ROAD
JODHPUR, RAJASTHAN

Gentlemen,

Having examined the General and Special Conditions of the tender and the terms of reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we, the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence the work within **07(seven) days** calculated from the date of receipt of Letter of Intent from the Company.

If our bid is accepted, we will obtain the guarantee of a Bank for a sum not exceeding 10% of the total estimated contract value, calculated as per Proforma – II (Section – IX) for the due performance of the Contract.

We agree to abide by the bid for a period of **120 days** from the date fixed for bid opening under paragraph 11.0 of the Instructions to Bidders (Section-I) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept lowest or any bid you may receive.

Dated this _____ day of _____ 2009

(SIGNATURE)

(In the capacity of)

Bidder's Name : _____

Bidder's address: _____

B) SCHEDULE OF RATES FOR CRANE SERVICES

Bidders must indicate charges and rates in their commercial bids in the following manner:

3.0 MOBILISATION CHARGES:

- 1.1 Mobilisation charges should be quoted on lump sum basis as per price schedule format (Proforma – II) and should cover all local and foreign costs (if any) of the contractor to mobilise the crane(s) as per requirement and crew to the first location and should include all taxes, duties and transportation.
- 1.2 Mobilisation charges will be payable against contractor's invoice when the crane(s) & crew are positioned to undertake/commence the work assigned under the Contract at the location (approximately 450 km from Jodhpur, connected with State Highways) and duly certified by the Company's Engineer.

2.0 DEMOBILISATION CHARGES:

- 2.1 The Demobilisation charges should be quoted as Lump sum charges as per price schedule format (Proforma – II) which will include all charges towards demobilisation of crane(s) and crew from OIL's operational location to the Contractor's base.
- 2.2 Company shall give notice to Contractor to commence demobilisation. Contractor will ensure that demobilisation is completed within **5 (Five)** days of notice from the Company. No charge whatsoever will be payable from the date of notice to demobilise.
- 2.3 Demobilisation charges, if applicable will be payable on submission of invoices along with necessary documents detailed below.
 - (a) Audited account up to completion of the contract.
 - (b) Tax audit report for the contractual period as required under Income tax laws.
 - (c) Documentary evidence regarding submission of returns
 - (d) Any other document(s) as required by applicable Indian laws.

3.0 FIXED CHARGES PER DAY:

- 3.1 Bidders to quote fixed charges per day basis for round the clock availability of crane in good working condition at site and services of operating crew for 12 hours every day through out the month. The operating crew per crane must consists of at least one experienced Operator and three Helpers/Mazdoors.
- 3.2 Daily fixed charges should include rentals, all applicable taxes and duties, insurance, wages, transport etc. of the operating crew/staff at site or any other place and other emoluments of operator(s)/helpers/Mazdoors, which the Contractor will have to engage and provide at all times essentially for the continuous operation of the services envisaged under this contract. The Contractor shall have to ensure full compliance with Motor Vehicle Act 1988, Motor Transport Workers Act 1961 and Rules framed there under, all other applicable statutory acts as may be in force from time to time governing the engagement of staff, their conditions of services which must include minimum wages as per the aforesaid acts, statutory/weekly offs, holidays, overtime, annual leave, uniforms, safety gears etc. No other separate charges on such accounts will be payable by the Company at any point of time during the tenure of the contract and the same, if any will be borne entirely by the Contractor. The fixed charges payable under this contract shall

be deemed to be inclusive of all payments to be borne by the Contractor on all such accounts. Any increase in the wages of the crew or any further benefits and perquisites accruing or arising to the crew subsequent to the date of this contract due to revision in the Minimum Wages Act as applicable shall be borne solely by the Contractor and deemed to be included in the fixed charges per month.

4.0 RUNNING CHARGES PER KM:

4.1 Bidders are to quote running charges per KM basis towards the movement of crane(s) from one work site to another work site as per requirement and directive of Company's representative.

4.2 Running charges shall be deemed to include all expenditures of the Contractor (Viz; cost of fuel and consumables like lubricants, tyre/tube, battery and other maintenance expenditure including accessories involved with tax element thereon as applicable) towards movement of the crane(s).

5.0 OPERATING CHARGES PER HOUR:

5.1 Operating charges will be applicable during 7:00 AM to 7:00 PM of the day for crane operation in handling the materials at site.

5.2 The bidders are to quote operating charges of the crane(s) per hour basis towards operation of the crane at working site.

5.3 Operating charges shall be deemed to include all expenditures of the Contractor (Viz; cost of fuel, consumables and other maintenance expenditure including accessories involved with tax element thereon as applicable) to carry out the operations successfully as desired/directed by Company.

6.0 OVERTIME PER HOUR :

6.1 Overtime rates will be payable towards any operation carried out by the crane(s) during 7:00 PM to 7:00 AM in case of emergency and only upon receipt of instruction from the Company representative.

6.2 Overtime hourly rate should include all expenditures of contractor as mentioned under clause 5.0 above and man hour cost for the period of overtime. Hence, during overtime period, Operating charges (clause No. 5.0) will not be payable.

NOTE: 1. Operating charges and Running charges and overtime rates (as the case may be) will be paid at actuals over and above the Monthly fixed charges.

2. Payment will be made on the actual number of months/days/hours for which the cranes and crew are utilized/engaged during the currency of Contract and

for part thereof, calculation shall be made on pro-rata basis up to the nearest half hour.

3. In the event of any change in price of HSD by the Govt. of India during the contractual period Running charges, Operating charges and Overtime charges will stand revised (increased or decreased) @ 2% for every block of 5% variation in HSD price. For this purpose, the rate of HSD per litre prevailing on the bid closing date at Jodhpur will be considered as the base price. However, Company will not consider any variation in the quoted rates towards Mobilisation charges, demobilisation charges and daily fixed charges on account of variation on HSD rates.

(END OF SECTION – VI)

SECTION – VII

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for the provision of certain oilfield services (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of (_____) * for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this _____ day of _____, 2009.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity :
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
 - or

(b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 60 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

* The bank should insert the amount of guarantee in words and figures

Date : _____ Signature of issuing authority of Bank with
designaion seal and seal of the bank.

(END OF SECTION-VII)

SECTION – VIII

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To : (Name of Company _____)
(Address of Company _____)

WHEREAS (Name and address of Contractor) _____
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. _____
dated _____ to execute (Name of Contract and Brief description of the work)
_____ (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) * _____ (in words) _____ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the Guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contract or of the work to be performed there-under or of any of the contract documents which may be made between you and Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....) four months after Contract completion.

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank

Address

Date

* An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified in the forwarding letter, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

NOTE : Bidders are NOT required to complete this form while submitting the Bid.

(END OF SECTION-VIII)

SECTION – IX

SAMPLE FORM OF AGREEMENT

THIS AGGREEMENT is made on the day of..... 2009, between (Name of Company) _____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works)_____ and has, by Letter of acceptance dated (Date of Letter of Acceptance)_____, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - a) This form of Agreement,
 - b) The Letter of Acceptance,
 - c) The said Bid and Appendix,
 - d) The Technical Specifications and
 - e) The Priced Bid and Quantities,
 - f) The Drawings,
 - g) The Schedules of Supplementary Information,
 - h) The Special Conditions of Contract and
 - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name _____

On behalf of the Contractor
in the presence of:

(END OF SECTION - IX)

SECTION – X

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

*I **BID REJECTION CRITERIA (BRC)***

The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

1.0 TECHNICAL

- 1.1 The bids will be technically evaluated based on the requirements given in Section – V (Terms of reference/Technical specifications of the crane) of the tender document.
- 1.2 The offered cranes should be truck mounted diesel hydraulic mobile cranes having lifting capacity of minimum 30 (thirty) Metric Tonnes respectively at 03 (three) metres operating radius and 360 degree slew in either direction. The cranes should have hydraulically operated telescopic boom of length minimum 20 (twenty) metres and meeting the duty condition of lifting minimum 15 (fifteen) metric tonnes at 06 (six) metres operating radius with height of lift 9 (nine) metres from ground level.
- 1.3 Both offered cranes should not be manufactured and registered before 01.01.2001. Documentary evidence to this effect must be submitted along with the technical bids.
- 1.4 The bidders must be in a position to mobilize the cranes with operators/helpers within **30 days** (max.) from the date of notification of award of the contract (LOI). Company prefers earliest mobilisation. Bidders must categorically confirm the same in their technical bids. Bids offering higher mobilization time than 30 days shall be rejected.
- 1.5 The bidder as the primary entity must be financially and organisationally sound. On the bid closing date they must be in possession of the cranes offered (ownership or leased). Bidders must categorically confirm the same in their technical bids.
- 1.6 In case the bidder has acquired the cranes on lease, an “NOC” (No Objection Certificate) from the original owner of the crane(s) as per the specified format enclosed vide **PROFORMA – III** in the form of Registered Court Affidavit must be submitted alongwith the Technical bid.

1.7 Bidders must have average annual turnover of not less than Rs. 50.00 lakhs for the last three years. Certified copy of the audited Balance Sheet, profit-loss account for last three years should be submitted alongwith the technical bids.

2.0 COMMERCIAL

2.1 The bids are to be submitted in a single stage two bid system ie. Technical bid (un-priced) and commercial bid (priced) submitted together in separate envelopes. Both the bids should be identical except that only the commercial bid should contain the prices. The Offer will be summarily rejected if the Technical Bid contains prices/rates.

2.2 Prices quoted by the successful bidder must remain firm during the execution of the Contract.

2.3 Bid security shall be furnished as a part of Technical bid. The amount of bid security should be as specified in the 'Forwarding Letter'. Any bid (except those exempted) not accompanied by a proper bid security will be rejected.

2.4 Bids received after bid closing date and time will not be considered and will be returned un-opened.

2.5 The Bid documents are not transferable. Bids made by parties who have not purchased the bidding documents from Company will be rejected.

2.6 Any bid received in the form of Telex/Cable/Fax/E. Mail will not be accepted.

2.7 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder's authorised representative on all pages failing which the bid may be rejected.

2.8 Bids shall contain no interlineation, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

2.9 Any bid containing false statement will be rejected. Conditional offers will also be rejected.

2.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bid Proforma of bidding document, otherwise the bid will be summarily rejected.

2.11 Bids with inadequate validity shall be rejected as non responsive.

2.12 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected-

- (a) Performance Guarantee clause.
- (b) Force Majeure clause.
- (c) Tax liabilities clause.
- (d) Arbitration clause.
- (e) Liquidated damage and penalty clauses.

- (f) Mobilisation time
- (g) Bid validity

3.0 GENERAL

- 3.1 The compliance statement (enclosed **PROFORMA – I**) should be fully filled up and should form a part of technical bid. In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the bidders.
- 3.2 To ascertain the substantial responsiveness of the bid the company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.3 The company reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders.

NOTE : If any of the clauses in the BRC/BEC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC/BEC shall prevail.

II BID EVALUATION CRITERIA (BEC):

- 1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below.
- 1.1 In the event of computational error between unit price and total price, unit price shall prevail.
- 1.2 Similarly, in the event of discrepancy between words and quoted figures, words will prevail
- 1.3 The bidders must quote their charges/rates in the manner as called for vide “Schedule of rates” under Section – V and the summarised price schedule format vide enclosed **PROFORMA - II**.
- 1.4 Evaluation of Priced-Bids will be as per enclosed Proforma – II for arriving at the total estimated cost of the contract combinedly for the two 30 MT capacity cranes. It is, however to be clearly understood that the number of months/days assumed in proforma - II are only for evaluation purpose. However, payment will be made on the actual number of days/months for which the service of cranes are utilized/engaged during the currency of Contract and for calculating hourly/day rates, the monthly rates will be pro-rated.

- 1.5 No preference will be given for higher capacity cranes than specified in the tender. However, cranes with higher capacity will be accepted.
- 1.6 Commercial evaluation for both the 30 MT capacity cranes will be done combinedly and accordingly this tender may result into contract.

PROFORMA-I

(SECTION-X)

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS
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(Authorised Signatory)
Name of the bidder_____

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their technical bids. If the proforma is left blank, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

PROFORMA-II
(SECTION-

X)

D) PRICE SCHEDULE FORMAT FOR TWO NOS OF 30 MT CAPACITY CRANES

Sl. No.	Description of item	Unit	Quantity	Unit Rate (Rs.)	Total (Rs.)
A. <u>MOB-DEMOB CHARGES :</u>					
i)	Mobilisation charge	Lump sum	20		
ii)	Demobilisation charge	Lump sum	20		
B. <u>FIXED CHARGES :</u>					
i)	Fixed Charges per day per crane	Day	240		
C. <u>RUNNING CHARGES :</u>					
i)	Running charges per KM (Movement of Crane, except mob & demob)	KM	5800		
D. <u>OPERATING CHARGES :</u>					
i)	Operating charges per hour for operation during 7:00 AM to 7:00 PM	HOUR	3000		
E. <u>OVERTIME CHARGES :</u>					
i)	Overtime charges per hour for operation during 7:00 PM to 7:00 AM	HOUR	150		

TOTAL ESTD. COST OF THE CONTRACT FOR EVALUATION OF TWO NOS. OF 30 MT CAPACITY CRANE = SUM TOTAL OF (A+B+C+D+E)

NOTE:

1. The bidders are to quote above prices inclusive of rentals, cost of HSD, all applicable taxes and duties including service tax and RGST, insurances, wages, transport for operating staff/crew at site or other places.

3. The number of days/hours assumed above are only for evaluation purpose. However, payment will be made on the actual number of days/hours/km for which the cranes and crew are utilized/engaged during the currency of Contract and for part thereof, payment shall be made on pro-rated basis up to the nearest half hour.
4. The items referred above are to be read in conjunction with **Section-VI**.
5. In the event of any change in price of HSD during the contractual period, the Running charges, the Operating charges and the Overtime charges will stand revised (increased or decreased) @ 2% for every block of 5% variation in HSD price. For this purpose, the rate of HSD per litre prevailing on the bid closing date at Jodhpur will be considered as the base price. However, Company will not consider any variation in the quoted rates towards Mobilisation charges, demobilisation charges and monthly fixed charges on account of variation on HSD rates.
6. All the time the Contractor is expected to keep its crane(s) in tip top working condition for which maintenance shall have to be of highest quality. Therefore, for each crane the Company may allow the Contractor a total of maximum 06 hours maintenance break(s) per call, provided these breaks are considered to be necessary and approved by Company Engineer. No pro-rata deduction on the daily fixed charge will be done under such condition. However, Company will not allow 06 hours maintenance break at a stretch. Any such maintenance break exceeding continuous 06 hours time will be treated as shutdown and will attract penalty. Company will not pay for any running kilometre charge if the crane is moved out of its designated location for maintenance purpose.

X)

(FORMAT FOR COURT AFFIDAVIT)

NO OBJECTION CERTIFICATE

M/s./Sri/Srimati _____ (Name and details address of the bidder) is bidding for OIL INDIA LIMITED (OIL)'s Tender No. _____ for supply of two Nos. readily available truck mounted crane(s) bearing Regd. No. _____ and _____ having lifting capacity of minimum 30 MT respectively at 03 (three) metres operating radius and 360 degree slew in either directions (manufactured and registered after 01.01.2001), hydraulically operated telescopic boom of total minimum length of 20 (twenty) metres and meeting the duty condition of lifting minimum 15 (fifteen) MT at 06 (six) metres operating radius with height of lift 09 (nine) metres from ground level, to be stationed at any place of Oil's operating areas in Rajasthan for a period of 02 (two) years on call on basis, extendable by another one year or less, if required by OIL. The cranes will generally remain attached with drilling activities in Rajasthan.

I/We _____ [Name and detail address of the registered original owner of the offered crane(s)], the owner of _____ [Model and registration No(s). of the crane(s)] has no objection for _____ (Name of the bidder) utilising my/our crane(s) for OIL INDIA LIMITED (OIL)'s services under contract regulations of the Company(OIL) arising out of Tender No. _____ for the contractual period including extension, if any. I/We further confirm that because of the above use of my/our crane(s) in OIL's services by M/s./Sri/Srimati _____ (Name of the bidder), the Company (OIL) will not be having any obligation with me/us during or after the contractual period including extension period, if any.

Signature of original/registered owner of the offered crane(s) -----

Name of the original/registered owner of the offered crane(s) -----

Designation, if any -----

Date -----

Signed and sworn before me by the above named owner on being identified by Sri _____, Advocate, on _____

Magistrate

NOTE : SEPARATE AFFIDAVITS TO BE SUBMITTED, FOR EACH OF THE 30 MT CAPACITY CRANES.

(END OF SECTION – X)