

Notice Inviting Tenders

Oil India Limited (OIL) invites Competitive Sealed bids from eligible bidders for the following services for its Rajasthan Project, Jodhpur.

Tender No. & Services	Tender Fee	Earnest Money	Bid Closing Date & Time	Bid Opening Date & Time
JID 5384 P10 : Supply, Installation, Testing, Commissioning and Handing over of 125 KVA DG Set with Acoustically treated for OIL office building, Jodhpur.	Rs. 500/-	Rs. 10,000/-	01/12/2009 15:00 Hrs. IST	01/12/2009 15:15 Hrs. IST
JCO 5354 P10 : Hiring of transport with service of one no. Diesel Hydraulic Pick 'n' carry Crane (self propelled single engine) having lifting capacity 10(Ten) Metric Tonne with Operators & Crew on as and when call basis for a period of 2 (two) years with provision to extend the same for another one year at the same rates and condition.	Rs. 500/-	Rs. 11,000/-	03/11/2009 15:00 Hrs. IST	03/11/2009 15:15 Hrs. IST

- 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 October 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 -201301	Head (Kolkata Branch) Oil India Limited 4, India Exchange Place Kolkata- 700001
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- 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.
- 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)

**OIL INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
RAJASTHAN PROJECT
JODHPUR**

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

Srl. No. _____

Signature of Tender Issuing Officer:

FORWARDING LETTER

Tender No. JCO 5354 P10, Dated – 08/10/2009

Bid Closing Date and Time: 03/11/2009 at 15:00Hrs.

Bid Opening Date and Time: 03/11/2009 at 15:15 Hrs.

(Technical Bid only)

Description of Services: Hiring of transport with service of one no. Diesel Hydraulic Pick 'n' carry Crane (self propelled single engine) having lifting capacity 10(Ten) Metric Tonne with operators & Crew on as and when call basis for a period of 2 (two) years with provision to extend the same for another one year at the same rates and condition.

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

2.0 SUBMISSION OF OFFER :

2.1 The bid should be prepared under **SINGLE STAGE TWO BID SYSTEM**. The Bid should comprise Technical Bid and Priced Bid separately. The bidders are to submit the offers by duly filling in the rates in Part – II (PRICED SCHEDULE) and submitting Part – I, III & IV (TECHNICAL BID) enclosed herewith by duly signing each page with official stamp as token of acceptance of the terms and conditions in the event of award of Agreement to them.

2.2 The Technical Bid (un-priced) should comprise the following components without including any price details:

i) Bidder's experience of supplying similar Crane with operator. In order to prove the similar experience of last 2(Two) years, viz., from Jan 2006 to Dec 2008, the bidder has to produce documentary evidence with photocopies of Service Agreement, Work-order,

Job completion certificates etc with Govt/ Semi-Govt /Reputed organization mentioning the name(s) of organization for whom such works were carried out.

- ii) Documentary evidence of having Annual Turnover of Rs.8.00 Lakhs per year during the last 2(Two) years between 2006-2008.
- iii) Documentary evidence in the form of Bank Certificate in support of their sound financial standing to take-up job of Rs.10, 00,000/- and more per Crane in 2(Two) years.
- iv) Documentary evidence of Service Tax Registration with Government Authority.
- v) Documentary evidence of having PAN & PF code Number issued by appropriate Govt. Authority.
- v) Documentary evidence of having VAT Registration Number issued by appropriate Govt. Authority.
- vi) Documentary evidence of having business of Transport Service and Registration Certificate.
- vii) Non-Interest bearing Earnest Money Deposit of Rs 11,0000.00 (Rupees Eleven Thousand only) by demand draft only drawn in favour of OIL INDIA LIMITED, JODHPUR.

2.3 The 'Technical Bid' should be sealed in an envelope and marked 'TECHNICAL BID'. The rates quoted (inclusive of all taxes) in the Part-II by the bidder will be treated as the 'Priced Bid' and should be sealed in a separate envelope marked 'PRICED BID'. Both the envelopes (Technical & Priced Bid) should be sealed in another envelope and be submitted as detailed tender.

2.4 Offers should be sent in sealed covers as detailed above, addressed to EXECUTIVE DIRECTOR(RP), Attn : CHIEF MANAGER(M&C), OIL INDIA LIMITED, RAJASTHAN PROJECT, 12 OLD RESIDENCY ROAD, JODHPUR, RAJASTHAN. The following details must be clearly marked on the cover containing the offers on the left hand side top corner:

- i) OIL's Tender No :
- ii) Bid Closing Date :
- iii) Brief Description :
- iv) Bidder's Name :
- v) Priced Bid :

2.5 Bidders, in their own interest are advised to drop their offers personally in the TENDER BOX kept in Chief Manager (M&C) Office, at OIL, Jodhpur. Alternatively, they may send the same through registered post also. But the Company will not be responsible for any delay, wrong delivery or non-delivery of the Bids due to any reason.

- 2.6 Bids received after the bid closing date and time will be summarily rejected. No correspondence will be entertained into regarding extension of bid closing date or delay in receipt of Bid by the Company. Further more, the Company will not entertain any interim correspondence from the bidders after the bid closing date regarding the status of their offer.
- 2.7 The 'Bid' will be opened on the above mentioned bid closing date in presence of duly authorized representatives of the Bidders, if any, in the Office of CHIEF MANAGER(M&C) , OIL INDIA LIMITED at Jodhpur.
- 2.8 Before Biding, the Bidders are advised to consult the Company in their own interest to assess the nature and extent of the services and the conditions under which it will be carried out.
- 2.9 No Bidder shall withdraw the Bid after its public opening. Any such withdrawal makes the Bidder liable to forfeit his Earnest Money/ Security Deposit.
- 3.0 **PREPARATION OF OFFERS :**
- 3.1 Offers will be made by filling up the particulars given in Part– II (PRICED SCHEDULE) i.e. Schedule of Services. The rates quoted shall be per unit as specified in the Schedule of Services and shall be in words as well as in figures.
- 3.2 No overwriting shall be allowed. All corrections must be initialed properly.
- 3.3 The quoted rates shall be inclusive of all capital investment, running/operating costs, overhead expenditure, pay of drivers, helpers, supervisors, cost of repairs/ maintenance etc.
- 3.4 The quoted rates must be inclusive of all Govt. Taxes, royalties, fees, levies , Service Tax etc. as applicable and no further charges will be payable to the Transport Service Provider during the currency of the Service Agreement.
- 4.0 **EARNEST MONEY :**
- 4.1 An Earnest Money of Rs.11,000.00 (Rupees Eleven Thousand only) is payable along with the technical bid by enclosing a crossed Demand Draft from a Nationalised Bank drawn in favour of OIL INDIA LIMITED, JODHPUR payable at Jodhpur. NO BANK GUARANTEE/CHEQUE OF CALL DEPOSIT or FDR WILL BE ACCEPTED. The Bid received without earnest money will be rejected. The EMD will not accrue any interest.
- 4.2 The earnest money will be returned to the unsuccessful Bidders in due course after the finalisation of the Tender. However, it may be returned to the successful Bidder also, if the same is subsequently covered by Security Deposit before signing the Service Agreement.

5.0 **SECURITY DEPOSIT :**

5.1 The successful bidder will have to furnish security deposit @ 5% of the total contract value in the form DD/FDR/ BG in favour of OIL INDIA LIMITED, Jodhpur from any scheduled Bank before signing the formal Agreement. The Security Deposit shall be refunded / adjusted against the bills after successful execution of the agreement. This security money shall not accrue any interest. In the event of default in the execution of the Service Agreement, the Security Deposit will be forfeited.

6.0 **RESPONSIVENESS AND CORRECTION OF ERRORS :**

The Company will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order for ascertaining responsiveness of a bid.

6.1 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 should be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

7.0 **LIQUIDATED DAMAGE / PENALTY :**

7.1 This is an essential service and must be carried out efficiently every day and the failure on the part of the Bidder to complete any part of the service at any time shall entitle the Company to recover liquidated damage / penalty at the rate of 1.5 times. The fixed charge per day or part thereof per Crane not supplied. As per clause 7.0 of Part –I of this Tender document.

8.0 **PAYMENT:** Payment will be made within 30 (Thirty) days from the date of receipt of bills.

9.0 **VALIDITY OF OFFERS:**

9.1 Offers should be valid for acceptance for a minimum period of 120 days from the bid closing date. Offers without this minimum validity period will be summarily rejected. In case, offer is silent on validity period then it will be assumed as 120 days validity.

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

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

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

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

12.0 PLACEMENT OF CRANE:

12.1 The Crane must be placed on as and when required basis on the date specified by the Company against the Transport Agreement. Default in placement will attract liquidated damage / penalty as per clause 7.0 of Part –I of this Tender document.

12.2 The extension of date of placement of Cranes beyond the stipulated period on the request of Transport Service Provider shall not be agreed to.

12.3 The Crane should preferably be the duly registered in the name of the Transport Service Provider for the entire period of the Agreement.

13.0 EVALUATION OF CRITERIA:

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

Mobilisation charge (1.5 calls per month) + Fixed charge for 20 days + Operating Charges for 60 Hrs. + Running Charges for 300Km. + Demobilisation Charge (1.5 calls per month)

The above quantities are tentative for one month and will be considered for evaluation purpose only. However payment will be made on actual utilization of the Crane. The rates quoted against each item will only be considered for calculation of payment. The rates must be quoted both in figures and words. In case of any discrepancy the rates quoted in words will be considered.

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

14.0 BID REJECTION CRITERIA:

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

15.0 The General Conditions of Agreement 1968 (GCA) Part – IV is not enclosed with this Bid document. If any party is interested to see, the same can be seen in the undersigned's

office from 10.00 to 12.00 Hrs. on all working days. However, the GCA (Part – IV) will be a part of the formal service agreement.

- 16.0 The Bidder must enclose/ furnish the detailed calculations of their rates quoted (in Part - II Schedule of rates) along with their Bid.
- 17.0 The Bidder must declare the particulars of Relatives which include spouse, sons/daughters, brothers/sisters, first uncles/cousins and their spouses working with OIL INDIA LIMITED.
- 18.0 Company reserves the right to accept or reject all Bids and to annul the bidding process and reject all Bids at any time prior to award of Agreement without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidders of the grounds for Company's action.
- 19.0 In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- 20.0 General Health, Safety and Environment aspects will be as per the terms set forth in Appendix –A
- 21.0 **SET OFF:-** “Any sum of money due and payable to the Transport Service Provider (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Transport Service Provider with the Company (Or such other person or persons contracting through the Company)”

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

WORKS AGREEMENT NO.

SERVICE AGREEMENT

Description of Service:

Hiring of transport with service of one no. Diesel Hydraulic Pick ‘n’ carry Crane (self propelled single engine) having lifting capacity 10(Ten) Metric Tonne with operators & Crew on as and when call basis for a period of 2 (two) years with provision to extend the same for another one year at the same rates and condition.

PART - I

CONDITIONS OF SERVICE AGREEMENT

MEMORANDUM OF SERVICE AGREEMENT made this day of 2009 between OIL INDIA LIMITED, a Company incorporated under the Companies Act 1956 having its Registered Office at Duliajan District of DIBRUGARH , ASSAM Project Office at OIL INDIA LTD., Jodhpur, Rajasthan (hereinafter called “The Company”) of the one part and carrying on business as PROPRIETOR and under the firm name (hereinafter called “The Transport Service Provider) of the other part.

WITNESSETH :

- 1.0(a) The Transport Service Provider hereby agrees to carry out the Transport Services set down in the “Schedule of Service Unit and Rates “Described in Part - II of this Service Agreement in accordance with the Company’s General conditions and General Specifications” Instruction” contained in Part -III hereof, which (Part – III) also forms and constitutes a part and parcel of this Service Agreement. All four parts i.e. Part –I, II, III & Part – IV (General conditions of Service Agreement 1968) will be read and construed together.
- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them in the General conditions of Agreement of the Company which the Transport Service Provider has perused and is fully conversant with before entering into this Service Agreement.

- (c) The clauses of this Agreement and of the specifications set out hereunder shall be paramount, and in the event of anything therein contained being inconsistent with any terms or terms of the 1968 General Conditions of Agreement of the Company, the said terms or terms of the General Conditions of Agreement, to the extent of such inconsistency and no further, shall not be binding on the parties hereto.
- 2.0 The Transport Service Provider shall provide the transport service with Crane as detailed in Part – III hereof and everything also necessary for the day-to-day running and maintaining the services in an efficient and adequate manner including all labour, supervision, spare parts, tools, accommodation for staff, office and Crane etc. The Transport Service Provider shall be responsible for all taxes- Central and State Govt, fees, insurance, capital investment, operating expenses etc. and his rates are inclusive of all such and similar charges and outgoings. The Transport Service Provider's rates shall also be inclusive of all incidental and contingent operations which, although not specifically mentioned in this Service Agreement are necessary for the performance of the service in a satisfactory manner and up to the desired standard.
- 3.0 The service provided under the agreement shall be for the areas of Jodhpur, Ajmer, Jaipur, Jaisalmer, Bikaner and Sriganganagar districts AND ANY OTHER surrounding areas of Company's activities as determined by the Company. The Cranes may have to ply in inter-state districts for which appropriate permits will have to be arranged by Transport Service Provider.
- 4.0 The service shall be to the satisfaction of Company's Officer who shall have powers, amongst others, to –
- (a) Order the Transport Service Provider to remove immediately any cause of unsatisfactory performance of the service.
 - (b) Order the Transport Service Provider to replace, any person/driver/helper/ mechanic/ supervisor engaged for the running of Crane or for general management of the service, if and when such person is found unsuitable for the purpose of rendering efficient service to the Company.
 - (c) Order the Transport Service Provider from time to time such further instructions as shall be necessary for the purpose of proper and adequate rendering of the service and for keeping such records as are deemed necessary to the Company. Non compliance of the instructions will make the Transport Service Provider liable for penalty as determined by the Company.
- 5.0 The Transport Service Provider has to deposit 5% of the total contract value as Security Money issued from any Nationalised Bank in the form DD/FDR/Bank Guarantee and drawn in favour of Oil India Limited, Jodhpur as guarantee against timely placing of the Cranes and for providing the service in an acceptable condition. This security deposit shall not bear any interest and will be refunded only after the expiry of the Agreement & after adjusting any dues payable by the Transport Service Provider to the Company. In case of default, the security money shall automatically stand forfeited to the Company in full or in part and the Transport Service Provider shall have no claim on this account whatsoever. This may however, be reduced or waived at the sole discretion of the Company.

- 6.0 The Transport Service Provider shall commence the supply of regular and continuous service by placing the Crane as per this agreement with effect from..... Failure to place the Crane will attract liquidated damage as set out in Para 7.0 below.
- 7.0 The Transport Service Provider shall supply and maintain the service of the Cranes in normal service everyday (24 Hours) with drivers throughout the day and night as required by the Company. In case of failure to place the Crane on the date specified in LOI or failure to keep up the Cranes in normal service on any day and night, beyond the allowable 24(Twenty four) hours per month of maintenance break the Transport Service Provider shall be liable to pay to the Company liquidated damage at the rate of 2(two) times fixed charge or part (on pro rata basis) thereof per Crane per day. The total shut down hours would be converted into number of days and for fraction of day, the liquidated damage would be charged proportionately. The above L.D. is in addition to proportionate deduction of Fixed Charge for Shut Down Hours. Such damages may be recovered from the Transport Service Provider's outstanding bills or may be reduced or waived at the Company's discretion.
- 8.0 In the event of the Transport Service Provider failure to place the Cranes or identical replacement thereof in due time or to render proper services as per terms of this agreement (including the extended period, if any, as per clause 12.0 below, the Company reserves the right to terminate wholly or partially this Agreement with 7 (seven) days notice in writing and on the expiry of this notice period this service agreement shall stand terminated and the Transport Service Provider shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.
- 9.0 The Company shall make payment, subject to adjustment /deduction as necessary, for the service rendered in each calendar month before the expiry of the subsequent calendar month on the basis of accepted rates calculations as mentioned in Part –II of this Service Agreement provided bills (which are to be submitted by the Transport Service Provider once a moth) are received not later than the 4th day of subsequent calendar month.
- 10.0 The Transport Service Provider hereby undertakes to fully indemnify the Company against any and all claims which may arise under the Motor Vehicle Act, Mines Act, Payment of Bonus Act, Workmen's compensation Act, Payment of Wages Act and / or Statutes having bearing over the service and / or engagement of workmen directly or indirectly for performance of service hereunder agreed upon.
- 11.0 The terms of this Service Agreement shall be for a period of 2 (two) years commencing on _____ and expiry on _____ at which later date this Agreement shall stand terminated without requirement of any Notice from either party to the other, excepting, however, that the Company reserves the right to extend this Agreement for further period not exceeding 1 (one) year at the same rates, terms and conditions herein embodies. The advice for such extension will be made 1 (one) month prior to the normal date of expiry and the Transport Service Provider will be bound to accept the extension as advised. Further extension beyond the extended period exceeding 1 (one) year will be on mutual consent only.

- 12.0 If the Agreement is extended as aforesaid, neither party shall have right to demand any change whatsoever in the rates, terms & conditions herein recited and the Agreement shall be deemed to have been extended in to as it was operative immediately before such extension.
- 13.0 In case of any doubt or dispute arising under this Agreement the decision of the Company's Officer shall be final and binding on the Transport Service Provider.
- 14.0 Any notice required to be given under this service Agreement including all correspondence shall be addressed to the respective parties at their address given below. Any change in address shall be communicated by the respective parties in writing under registered cover at least fifteen days prior to the change of address:
The address and telephone no. of the parties hereto unless changed by written notification shall be as follows:

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

M/s

- 15.0 **Force Majeure:** Notwithstanding anything herein to the Contrary, the Transport Service Provider shall not be liable for forfeiture of its performance security, Payment of penalties or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the Service Agreement is the result of any event of Force Majeure.
- 15.1 For purpose of this clause, "Force Majeure" means as event beyond the control of or and not involving Transport Service Provider's fault or negligence. Such events include, but are not restricted to act of Company either in its sovereign or on agreement capacity, wars or revolutions, fires, floods epidemics, quarantine restrictions and freight embargoes.
- 15.2 If a Force Majeure situation arises the Transport Service Provider shall promptly notify the Company in writing of such condition and the cause thereof, Unless otherwise directed by Company in writing the Transport Service Provider shall continue to perform its obligations under the agreement as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by Fore Majeure event/ situation.
- 15.3 In the event of Force Majeure conditions involving war hostilities, riots, civil commotions, earthquake, strikes/lockouts, whether legal / illegal suspension of company activities for certain period etc. prevailing and continuing for more than 15 days, the Company shall be entitles to terminate the agreement by giving 15 days Notice thereof in writing after the first days of Force Majeure.

- 16.0 **Arbitration:** The Transport Service Provider and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the Agreement.
- 16.1 In the event of any disagreement or dispute arising in connection with execution of the Agreement which can not be settled in an amicable manner between the Transport Service Provider and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended up to date by any statutory modification or re-enactment thereof for the time being in force. Arbitration proceeding will be held in Jodhpur.
- 17.0 **Amendments:** Amendments to any terms and conditions of this agreement, if any, can be carried out only through an Amendment to agreement duly signed by authorized representative of the Company and the Transport Service Provider as are being done in this agreement.
- 18.0 General Health, Safety and Environment aspects will be as per the terms set forth in Appendix –A
- 19.0 **SET OFF CLAUSE:-**Any sum of money due and payable to the contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (Or such other person or persons contracting through Oil India Limited).

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

Signed in the name and on behalf of:
M/s.
(CONTRACTOR)

Signature : _____

Name : _____
(Legal Power of Attorney)

In presence of:
Signature: _____

Name : _____

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

Signature : _____

Name :
Designation:

In presence of:
Signature: _____

Name : _____

PART II

OIL INDIA LIMITED

(SCHEDULE OF SERVICE, UNIT AND RATES)

Description of Service :

Supply of Crane Service with 1 (one) No. Hydraulically operated Mobile Pick 'n' carry Crane (self propelled single engine) having lifting capacity 10(Ten) M T lifting capacity at 1.5 meter operating radius with 6.54 meter hydraulic as well as mechanical main boom fully extended during pick and march condition for handling various equipment / items in on / off road conditions through hydraulically operating steering with at least 55 deg. Articulation on either side and turning radius minimum 5.2 meter at OIL's store complex at Hamira, OIL's operational area near Jaisalmer. The price is inclusive of all capital investment, running / operational costs, overhead expenditure pay of driver / operator and helpers and all taxes including service tax and statutory taxes applicable in the state of Rajasthan (**Registration not earlier than 01.01.2006**)

Sl. No.	Description	Unit	Quantity for 2 years	Unit Rate (Rs.)	Total Amount (Rs.)
1.	Mobilisation charges per call	Lump Sum	36		
2.	Fixed charges per day for 24 hrs. Duty including Drivers /Operator and Helper	Per day	480		
3.	Crane operating Charges	Per hour	1440		
4.	Crane Running charges	Per Km	7200		
5.	Demobilisation charges per call	Lump Sum	36		

NOTE:

- 1.0 The above rates are inclusive of all statutory Central/State Govt. taxes applicable in the State of Rajasthan and the Transport Service Provider will be responsible for payment of all taxes to the Government authority. The Transport Service Provider will produce documentary evidence of the same to the Company from time to time as and when asked for. **The rates quoted must be inclusive of all types of State and Central Govt. taxes including Service tax.**
- 2.0 The above Schedule of Rates shall be applicable to the Company's authorized handling of materials only. No payment will be made for refueling, garaging, maintenance etc. as detailed in Part III of the Service Agreement, for which the Transport Service Provider shall keep special note in the daily log Book.

- 3.0 The rates are inclusive of all taxes, levies etc. as applicable and no further charges will be payable to the Transport Service Provider during currency of the Agreement. The Crane should be provided with operator/drivers and helpers as required for all 24 hrs duty. The Crane must conform to the specifications and meet the Company's operational requirement in desert conditions of Rajasthan for having various oil field items in on/off the road conditions.
- 4.0 The Transport Service Provider shall have no claim whatsoever, in case no work is allotted to him on any day.
- 5.0 The service shall be utilized for handling of various equipment and items related to the Company's field operations and the Transport Service Provider will be responsible for safety in loading/off-loading and safe handling of the materials.
- 6.0 The Transport Service Provider will arrange food and accommodation for driver & helpers of the Crane at their own cost during the complete agreement period. The Company will not provide food and accommodation for the drivers and helpers at site. `
- 7.0 The Transport Service Provider will have to ensure adequate supply of fuel, lub oil for the Crane including Sundays & other Holidays on 24 Hrs. a day basis. All the times the Transport Service Provider is expected to keep the Crane in tip top working condition for which maintenance shall have to be highest quality therefore The Company may allow the Transport Service Provider a total of maximum 24 hrs. maintenance break per month provided this break is approved by the Company Engineer. No pro-rata deduction on monthly Fixed Charge will be done under such condition. In case, the Crane is to be withdrawn for more then 24hrs.by the Transport Service Provider or maintenance and repairs, the Transport Service Provider must provide a suitable equivalent similar Crane of good mechanical condition before withdrawing the Crane. Failure to provide suitable replacement will not only attract Penalty as specified in clause 7.0 of Part I, but also cost over run if any, for making alternative arrangement for smooth running of operation by the Company will also be on Transport Service Provider's account.
- 8.0 The rates per kilometer run shall be corresponding to the HSD rate prevailing as on the bid closing date. All minor increase/decrease in rate of fuel price within 5% shall be absorbed by the Transport Service Provider. In case of any change in rates of HSD is beyond 5%, compensation for increase/decrease in running cost will be paid to the Transport Service Provider or recovered as the case may be. For calculation of such compensation, mileage (HSD consumption rate) for the Crane will be considered as 3 KM /Litre

PART-III
TECHNICAL BID
(PARTICULAR SPECIFICATION AND INSTRUCTIONS)

CLAUSE – I Transport Service Provider's Rates specified in Part-II of this service agreement are deemed to have been based on the following conditions (and they shall not be entitled to any additional payment on any account).

1. The service to be rendered shall be on hire basis as per the rates specified in Part-II. The period hire of the Crane under this Service Agreement will be for a period of 2 (Two) years with a provision for extension of 1 (one) more year at the same rates, terms & conditions w.e.f the date of placement of Crane at Hamira Store Complex on first time requisitionation by the Company.
2. The Crane to be offered for the service shall comprise of 1 (one) No. Hydraulically operated Mobile Pick 'n' carry Crane 10(Ten) M T lifting capacity as per following specification and also given in Part-II of this Service Agreement, with operators & crew on as and when call basis.
 - (a) Minimum Lift capacity : 10(Ten) M T at 1.5 meter operating radius
 - (b) Lifting capacity : 5 M T at 3.0 meter operating radius
 - (c) Articulation on either side : Minimum 55 deg.
 - (d) Boom : Telescopic heavy duty, two part box type hydraulically operated. Derricking through double action jacks.
 - (e) Hoist mechanism : Four falls, hydraulic winch (winch capacity 10T)
 - (f) Self compensating snatch block for auto leveling of loads.
 - (g) Articulated chasis for short turning radius (turning radius minimum 5.2 meters).

The supplied Crane should not be manufactured and registered before 01.01.2006

3. The Crane shall be equipped with all standard fittings, instruments etc. and conform to the provisions of Motor Vehicle Act including Insurance cover, Fitness Certificate, Registration Certificate Book etc. The copy of the registration certificate should be enclosed in case of old Crane (Registration on or after 01.01.2006)
4. The Cranes shall at all times preferably be owned and duly registered (at the Transport Service Provider's cost) preferably in the name of the Transport Service Provider by appropriate Government authority. However, in case the Crane is not registered in the name of the Transport Service Provider, a Power of Attorney must be furnished to this effect, which should be valid for the entire period of the Agreement. If the Crane is hired by the Transport Service Provider then they must submit a No-objection certificate from the original owner. In case of a new Crane offered a quotation from authorised dealer must be enclosed.
5. The Crane shall at all times be licensed (at Transport Service Provider cost) by appropriate Government Authority to ply on service agreement basis in Jodhpur, Barmer, Ajmer, Jaisalmer, Bikaner & Sriganganagar District of Rajasthan State and any other surrounding areas of the Company's activities as determined by the Company.

6. The Crane shall at all times be comprehensively INSURED by the Transport Service Provider against all risks at his cost. The **load testing certificate** of the Crane must be provided each time the Crane is placed on duty with the Company.
7. The right of the Transport Service Provider to place the Crane in the Company's service shall be free from all financial, all legal complications and encumbrance and should there be any interruption in the Company's service due to such complications, the Transport Service Provider shall, on demand fully compensate the loss incurred by the Company.
8. The Transport Service Provider shall bear all other expenditure by way of fulfilling the statutory obligations of the Central and State Government.
9. The Transport Service Provider shall provide all fuel, lubricant, spare parts etc. that may be necessary to use the Crane on the Company's work. Moreover, it is the responsibility of the Transport Service Provider to arrange food, accommodation etc. for the driver.
10. The Transport Service Provider shall provide at his cost all labour including necessary facilities thereof for operating the service, i.e. Drivers, Helpers, Mechanic etc. and also such Supervisory staff as needed for rendering efficient service.
11. The Transport Service Provider shall provide accommodation for the housing of his employees and sheds for repairing and servicing of Crane etc. If required, land for such housing shall be arranged by the Transport Service Provider.
12. The Transport Service Provider must ensure that the unauthorized persons/ materials are not carried in the Crane. Any violation of this clause will make the Transport Service Provider liable to pay to the Company the damages as determined by the Company.
13. The Transport Service Provider shall present before the Company's Officer, latest by the date mentioned in the LOI, the Crane required to be placed under this Service Agreement along with all relevant documents for a thorough check. The Transport Service Provider must present to the Company, documentary evidence of having taken timely action for placement of Crane in time. The Crane will be duly inspected / tested by the Company before accepting its operation. Such inspection/test shall be carried out entirely at Transport Service Provider's risk. If found deficient or defective in any manner, the Crane will not be accepted until such deficiency is completely rectified to the satisfaction of the Company's representatives. Delay on this aspect will not only attract L.D. but also cost-over run, if any to tide over the situation by making alternative arrangement by the Company will be on Transport Service Provider's account.

CLAUSE – II :

- During the entire period of validity of this Service Agreement, the Transport Service Provider shall be required to fulfill the following conditions failing which the Transport Service Provider shall be liable for penalty as determined by the Company.
1. The Crane must be maintained in the first class roadworthy conditions along with a uniform standard of safety as initially provided for the time of acceptance of the Crane.

2. Periodic inspection of the Crane will be carried out by the Company's officer as per the programme furnished by him and will be carried out in presence of the Transport Service Provider or his representative. Such inspection/tests, carried out by the Company shall be at the Transport Service Provider's risk. Defects if any, as revealed from such inspection/tests must be rectified as expeditiously as possible by the Transport Service Provider at his cost. The Cranes with defects remaining un-rectified will not be allowed to be used on the Company's work.
3. The speedometer and kilometer record must be maintained at a high standard of accuracy. Any defects noticed by the Company's officer at the initial and subsequent periodical inspection shall have to be rectified forthwith by the Transport Service Provider at his cost. Until such rectification, the reading of the instrument will be subject to such correction factors as determined by the Company officers. For purpose of monthly payments corrected reading of the various records, if such corrections is deemed necessary will be binding on the Transport Service provider.
4. In the event any Crane becoming out of order or otherwise not available, a relief equivalent Crane shall be placed in service immediately as substitute. Failure on the part of the Transport Service Provider will make him liable to pay to the Company the liquidated damage as per clause 7.0 of Part-I of the Service Agreement. Also the Company has the right to make alternative arrangement and cost over run, if any, will be recovered from the Transport Service Provider.
5. The driver of the Crane must be in possession of valid professional driving license authorizing him to drive this type of Crane in the manner required under this service agreement. Name of the driver with full particulars of driving license shall be furnished to the Company at the commencement of this Agreement and also on every occasion when a driver is required to be replaced for any reason. The driver of the Crane should be provided with uniform.
6. The driver, when operating the Crane, must be in a fit physical and mental condition and shall not be under the influences of intoxication of any type. Any violation of this clause will make the Transport Service Provider liable to pay to the Company the damage as per clause 7.0 of Part – I of the Service Agreement.
7. All persons employed by the Transport Service Provider under this Service Agreement must observe :-
 - a) All the rules promulgated by Rajasthan State Administration from time to time for working in Rajasthan.
 - b) The security rules of the Company while working inside the declared prohibited areas. Any person found to be objectionable from security considerations must be replaced by the Transport Service Provider.
8. The Crane shall carry such special Name Plates or markings (for purpose of identification) "ON OIL INDIA LIMITED DUTY" and towing Hook at the rear, as

directed by the company's officer, all expenses being borne by the Transport Service Provider.

CLAUSE III

During the currency of this Agreement, the Transport Service Provider shall NOT –

- a) Withdraw the Crane from service for private purposes not use it for private purpose (except in connection with repairs).
- b) Base the Crane at any station other than at as directed by the Company or as specified by the Officer from time to time in writing (except for temporary assignment to other operational areas of the Company against specific instruction of the Officer).
- c) Refuse the Crane to be driven by the Company's driver/officer in case of such emergencies when Transport Service Provider's driver is not available for any reason this will be prejudice the Company's right to levy the damages as per clause 7.0 of Part-I of the Company's work demands.
- d) Refuse parking such places as directed by the Company Officers at whose disposal the Cranes is placed by the Company.

CLAUSE – IV :

Subject to sub-clause below, the rates quoted in Part-II of this Service Agreement shall be binding on both parties during the whole currency of this Service agreement and no change of these rates shall not allow under any circumstances. The Transport Service Provider shall, however, be entitle to following:

Actual additional expenses as are incurred by him in respect of the following items only :

- a) In the event of any change in price of HSD during the agreement period the running charges will stand revised (increased or decreased) at the rate of 3.0 km/litre 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 Jaisalmer will be considered as base price.
- b) In case of decrease in the rate of the above item shown in (a) saving accruing to the Transport Provider will be passed on to the Company and the same will be adjusted in the monthly invoices.

NOTE: For assessing increase on account of fuel price as in (a) above, OIL will accept Crane manufacturer's published documents/literatures for calculation of consumption rate at litre/hour of engine run during Crane operation and kilometer/litre during movement of Crane from one location to other.

CLAUSE V:

For purpose of payment for the service rendered, the Transport Service Provider shall:-

- a) Accept as final the Log Sheets/Statement maintained by the Company for day-to-day running of the vehicles in addition to his maintaining duplicate records of such Log Book/Statement, duly countersigned by the Company's Officer and shall submit such information and bills in such manner as prescribed by the Officer at the commencement of the service or as modified from time to time.
- b) Exclude from its monthly bills such kilometrage as are involved on their own account, such as refueling, garaging, servicing etc.

CLAUSE – VI :

For proper and efficient functioning of the transport service contemplated under this service Agreement the Transport Service Provider shall :

- (a) Make necessary arrangement to carry out normal repairs promptly and efficiently.
- (b) Maintain an office at Jodhpur / Jaisalmer with Government telephone facility and furnish along with relating Power of Attorney, the name of specimen signature of the authorized representative who will be in overall charge of Transport Service Provider's organization to carry out Transport Service Provider's obligation, including preparation of bills, receiving cheque etc.
- (c) Arrange, for the representative to make contact with Company's Officer as and when required to receive instructions as necessary.
- (d) Furnish advance programme of periodical overhauls of the Crane.
- (e) Freely consult the officer regarding way and means to improve the quality of service to the Company's satisfaction and to maintain a high standard of service.
- (f) The Transport Service Provider shall render trouble free service during the agreement period without any failure. The Transport Service Provider will be allowed a maintenance break/shut down for 24 Hours per month for the vehicle for regular servicing and maintenance. The day will be selected with the permission of the Company as per convenience of the Company's work. No pro-rata deduction on monthly fixed charge will be done under such condition. In case, the vehicle is to be withdrawn for more then 24hrs by the Transport Service Provider for maintenance and repairs, the Transport Service Provider must provide a suitable equivalent similar model vehicle of good mechanical condition before withdrawing the vehicle. Failure to provide suitable replacement will not only attract Penalty as specified in clause 7.0 of Part I, but also cost overrun, if any, for making alternative arrangement for smooth running of operation by the Company, which will also be on Transport Service Provider's account.

- (g) No payment shall be made in case the Company is forbidden to avail the service for reasons beyond its control and the agreement shall be subject to Force Majeure clause.

CLAUSE –VI : MISCELLANEOUS

- (a) The Crane will have one Operator/driver and requisite helpers in respect of hours and span of duty in a day. No Operator /helper will be allowed to work for more than 12 Hours a day as per Motor Vehicle Act/Mines Act.
- (b) For any damages caused to the material while handling the Company shall claim such compensation as deemed fit and the Transport Service Provider shall pay this compensation to the Company or the same shall be deducted from the outstanding monthly bill.
- (c) While moving from one place to another, the Transport Service Provider shall use the shortest routes as directed by the Company on each occasion.
- (d) The Transport Service Provider shall accept the distance in kilometer as ascertained by the Company's officer final.
- (e) All standard safety devices fitted to the Cranes should be in working condition.
- (f) The Crane will be placed at well sites in Jaisalmer, Bikaner, Ganganagar, Ajmer and Jodhpur districts of Rajasthan during the complete Agreement period as advised by Company Engineer.

PART IV
(SPECIAL CONDITION)

1. The Crane shall preferably be owned by the duly registered (at Transport Service Provider's cost) in the name of the Transport Service Provider by appropriate Govt. authority. However, in case the Crane is not registered in the name of the Transport Service Provider, a power of attorney must be furnished to this effect, which should be valid for the entire period of the agreement.
2. The Crane shall be licensed (at Transport Service Provider's cost) at all times by appropriate Govt. authority to ply on hire basis in Rajasthan to carry passengers authorized by the Company subsequent renewal of the license on due dates is to made at Transport Service Provider 's cost.)
3. The Cranes shall be INSURED by the Transport Service Provider at his cost, against all risks, and at all times.
4. The right of the Transport Service Provider to place the Crane for serviced of the Company shall be free from all financial and legal complications and, should there be any interruption in the Company's service due to such complications, the Transport Service Provider shall indemnified, fully compensate the Company for the loss incurred by the latter. Vide clause 7.0 of Part I of this agreement.
5. As per regulations, no driver will be allowed to work for more than 12 Hrs. in a day. The Transport Service Provider is to take note of this provision and must provide minimum of two drivers accordingly per Crane. The Crane will be treated as shut down and liquidated damages will apply in case alternative driver is not available to relieve a driver after working for maximum of 12 Hrs.
6. The Crane will be normally based at Hamira Stores Complex. However, as per operational requirement, the Crane may be utilized anywhere at the discretion of the Company for which the Transport Service Provider shall not have any objection.
7. The Transport Service Provider will have to arrange for food and accommodation of Operators/drivers at their cost during the complete Agreement period.
8. The Transport Service Provider will have to make their own arrangement for fueling of the Crane at well site.
9. The Crane with drivers must be available on all days of week including Sundays & other Holidays on 24 Hrs. per day basis. In case the Crane is to be withdrawn by the Transport Service Provider for maintenance and repairs, the Transport Service Provider must provide a suitable equivalent similar Crane of good mechanical condition before withdrawing the Crane.
10. In case the Transport Service Provider fails to provide the replacement Crane during shutdown of the original Crane, the Company reserves the right to hire any Crane from

other agency at the risk and cost of the Transport Service Provider. The excess difference in cost will be recovered from the Transport Service Provider's Bill or Security Deposit.

11. The Transport Service Provider will have to ensure adequate supply of fuel, lube oil for the Crane including Sundays & other Holidays on 24 Hrs. a day basis. All the times the Transport Service Provider is expected to keep the Crane in tip top working condition for which maintenance shall have to be of the highest quality. The Company may allow the Transport Service Provider a total of maximum 24 hrs. maintenance break per month provided this break is approved by the Company Engineer. In case, the Crane is to be withdrawn for more than 24hrs. by the Transport Service Provider for maintenance and repairs, the Transport Service Provider must provide a suitable equivalent similar Crane of good mechanical condition before withdrawing the Crane. Failure to provide suitable replacement will not only attract L.D. but also cost over run if any, for making alternative arrangement for smooth running of operation by the Company which will also be on Transport Service Provider's account.
12. The availability and movement of the Crane will be strictly monitored and the Transport Service Provider should take adequate care to make the Crane available in fit condition with proper spare wheel, necessary required spares. The operator/supervisor should contact the OIL's Officer-in-charge at site and get the log sheet certified every day. While the Crane will be at site, log sheet, Halting hours etc. must be recorded by OIL's Officer-in-charge at site. Further, Technical Services department will monitor the availability of the Crane, technical fitness etc.
13. Safe loading & unloading of the materials through the Crane at site is the responsibility of the Transport Service Provider. Adequate care must be taken by the Transport Service Provider while loading & unloading materials at site.
14. Unless otherwise specified, movement of the Crane will be between Hamira and site with fixed kilometerage.
15. Halting Hours/Stand-by Hours at site will be as certified by the OIL's Officer-in-charge at both places.

PAPRT -V

SPECIAL CONDITION

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

I hereby certify that :

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

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

* Relatives would include spouse, sons/daughters, brothers/sisters, first uncles/cousins and their spouses/In-laws.

* Please strike out whichever is not applicable.

