

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

(List of parties to whom the tender has been issued.)

- |    |                                  |   |
|----|----------------------------------|---|
| 1. | M/s. Pathan Carriers & Suppliers | Tender No. <b>RPI/2322</b>                            |
| 2. | M/s. Mahindra Motors             | Tender Date – <b>06/02/2009</b>                       |
| 3. | M/s. R. R. Enterprises           | Bid Closing Date & Time: <b>24/02/09 at 15.15 Hrs</b> |
| 4. | M/s. Rooparam Suthar             | Bid Opening Date & Time: <b>24/02/09 at 15.30 Hrs</b> |
| 5. | M/s. Shera Tour & Travels        |   |
| 6. | M/s. Babulal Parihar             |   |
| 7. | M/s. K. S. Travels               |   |

**TENDER FOR HIRING OF TRANSPORT SERVICES WITH SUPPLY OF 01  
(ONE) No. OF 4WD DIESEL TATA SAFARI VX DICOR or 4WD TURBO 2.6  
DX DIESEL SCORPIO (TAXI REGISTRATION ONLY) ALONG WITH  
DRIVER FOR A PERIOD OF 2(TWO) YEARS WITH A PROVISION FOR  
EXTENSION BY 1(ONE) MORE YEARS AT THE SAME RATES, TERMS  
AND CONDITIONS**

Sirs,

- 1.0 Oil India limited, Rajasthan Project, Jodhpur, invites your quotation for hiring of transport services with 01(One) number **Brand New 4WD TATA SAFARI VX DICOR or 4WD TURBO 2.6 DX DIESEL SCORPIO** (Taxi registration only) along with driver as and when required for operation in different areas within the state of Rajasthan like Jodhpur, Ajmer, Jaipur, Jaisalmer, Bikaner and Sriganganagar districts and any other surrounding state/areas of Company's activity as determined by the Company.
- 2.0 The period of the contract shall be two years with a provision for extension upto another twelve months at the same rate, terms and conditions.
- 3.0 The General Terms and Condition of the tender, Scope of Services, Schedule of Rate for offering your rates and Special Conditions of the tender are furnished herewith as under-
  - a) PART-I : General Terms and Conditions.
  - b) PART-II : Schedule of Service/Rates
  - c) PART-III: Special Terms and Conditions
- 4.0 Your quotation should include the Tender Document (Part-I, Part-II and Part-III) in original duly signed on each page of the same as a token of your acceptance of all the terms and conditions of the tender. Your offered rates should be quoted in the "Schedule of Service/Rates" given in PART-II.
- 5.0 Your quotation should be valid for a period of at least 75 days from the bid closing date.
- 6.0 Quotations should be dropped in the Tender Box kept in the office of Chief Manager (M&C), Oil India Limited, Rajasthan Project, 12 Old Residency Road, Jodhpur (Rajasthan). You may also send your quotation by Registered Post/Courier Services. However, timely delivery of the quotation will be the responsibility of the bidders. **Your quotation must be submitted before the bid closing date and time mentioned above. Any quotation received after the bid closing date and time shall be rejected outright.**

Yours faithfully,  
OIL INDIA LIMITED

(P. Das)  
Chief Manager (M&C)  
For Executive Director (RP)

**HIRING OF TRANSPORT SERVICES WITH PASSENGER VEHICLE (TAXI REGISTRATION ONLY) ALONG WITH DRIVER**

**PART – I  
GENERAL TERMS AND CONDITIONS**

- 1.0 **Scope of Work:** The Transport Service Provider shall provide the transport services with 1 (One) No. of **brand new 2 WD DIESEL MAHINDRA BOLERO CAMPER with drivers** with running / operating cost including fuel and lubricants overhead expenditure, pay of drivers and everything necessary for 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 vehicle etc. The vehicle shall have Taxi Registration and comply with Motor Vehicle Act with includes provision of Safety Belts, First Aid Box, Fire Extinguisher etc. The Transport Service Provider shall be responsible for all Central / State Govt. and local taxes inclusive of service tax, fees, insurance, capital investment, operating expenses etc. and the rates shall be inclusive of all such and similar charges. The rates shall also be inclusive of all incidental and contingent operations which, although not specifically mentioned in the service contract, are necessary for the performance of the service in a satisfactory manner and up to the desired standard. The Transport Service Provider shall supply and maintain the service of the vehicles in normal service EVERYDAY with drivers thorough out the day and night as required by Company. In case of failure to keep up the vehicle in normal service on any day and night, the Service Provider shall be liable to pay to the Company liquidated damage.
- 1.1 The transport service provided under the contract shall be for different areas within the state of Rajasthan like Jodhpur, Ajmer, Jaipur, Jaisalmer, Bikaner and Sriganganagar districts and any other surrounding state/areas of Company's activity as determined by the Company.
- 1.2 The service shall be to the satisfaction of Company's Officer who shall have powers, amongst other, 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 vehicle or for general management of the service, if and when such person is found unsuitable for the purpose of rendering efficient service to the Company
  - c) Order the Transport Service Provider from time to time such further instructions as shall be necessary for the purpose rendering the services properly and adequately and for keeping records which are deemed to be necessary for the Company. Non compliance of the instructions will make the contractor liable for penalty as per the provisions of the contract.
- 2.0 **SECURITY DEPOSIT / PERFORMANCE GUARANTEE:** The contractor shall deposit Security Deposit @ 2.5% of evaluated contract value through Bank Draft/Bank Guarantee/FDR issued in favour of OIL INDIA LIMITED, Jodhpur from any scheduled Bank with validity upto one month beyond the date of expiry of the contract. The security deposit will be returned to the contractor after 1(one) month of the date of expiry of the contract after adjustment of compensation/loss, if any, due to the Company for any reason. This security deposit shall not accrue any interest. In case of default on the part of the contractor, the security deposit shall automatically stand forfeited in full or in part and the contractor shall have no claim on this account whatsoever.
- 3.0 **Make of Vehicle: 2 WD DIESEL MAHINDRA BOLERO CAMPER (Taxi Registration Only)** registered as Taxi in the name of the firm or in the name of the owner of the firm.
- 4.0 **Model of Vehicle:** The Transport Service Provider shall quote their best offer for both the model of vehicles whereas model of vehicle to be awarded on discretion of Company (OIL).
- 5.0 **Mobilization of Vehicle:** The Transport Service Provider shall have to place their vehicle within 04.04.2009. Failure to place the vehicle will attract liquidated damage as set out in Para 5.0 below.
- 6.0 **Liquidated Damages:** The Transport Service Provider shall provide the services of vehicle by placing the same within 30 days from the date of Letter of Award of Contract failing which

liquidated damages will be levied at the rate of 0.5% of the total evaluated value of the contract per week or part thereof for the delay in placement of each vehicle subject to maximum of 7.1/2% of the total evaluated value of the contract.

- 6.1 **Penalty:** The Transport Service Provider shall supply and maintain the service of the vehicles in normal service EVERYDAY (24 HOURS) with driver throughout the day and night as required by the Company. In case of failure to keep up the vehicles in normal service on any day and night, the Transport Service Provider shall be liable to pay to the Company penalty at the rate of 1.5 times of fixed charge per vehicle per day. The total shut down hours would be converted into number of days and for fraction of day, the penalty would be charged proportionately. The above penalty is in addition to proportionate deduction of Fixed charge for shut down Hours. Such penalty may be recovered from the service provider's outstanding bills or may be reduced or waived at the Company's discretion.
- 7.0 **Termination:** In the event of failure of the Transport Service Provider to place the vehicles or replacement thereof with similar vehicle in due time or to render proper services as per terms of this contract the Company reserves the right to terminate the contract with 7 (seven) days notice in writing and on the expiry of this notice period the service contract 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.
- 8.0 **Payment:** The Company shall make payment, subject to adjustment /deduction as necessary, for the service rendered in each calendar month before the expiry of the subsequent calendar month on the basis of accepted rates calculations as mentioned Part –II of the Service contract provided bills (which are to be submitted by the contractor once a month) are received not later than the 4th day of subsequent calendar month.
- 9.0 **Duration of Contract:** The duration of the service contract shall be for a period of three years with a provision for extension upto another twelve months at the same rate, terms and conditions.
- 10.0 **Address for Correspondence:** Any notice required to be given under this service agreement including all correspondence shall be addressed to the respective parties at their given address. Any change in address shall be communicated by the respective parties in writing under registered cover at least fifteen days prior to the change of address.

Address of Company :  
EXECUTIVE DIRECTOR (RP)  
RAJASTHAN PROJECT, OIL INDIA LTD.  
12, OLD RESIDENCY ROAD, JODHPUR

Address of the Service Provider :

- 11.0 In case of any doubt or dispute arising under this Agreement the decision of the Company's representative shall be final and binding on the Transport Service Provider.
- 12.0 The Transport Service Provider shall undertake to fully indemnify the Company against any and all claims which may arise under the Motor Vehicles Act, Mines Act, Payment of Bonus Act, workmen's compensation Act, Payment of Wages Act and / or Statutes having bearing over the service and / or engagement of workmen directly or indirectly for performance of service hereunder agreed upon.
- 13.0 **Force Majeure:** Notwithstanding anything herein to the contrary, 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.
- 13.1 For the purpose of this clause, "Force Majeure" means as event beyond the control of or and not involving contractor's fault or negligence. Such events include, but are not restricted to act of Company either in its sovereign or on agreement capacity, words or revolutions, fires, floods epidemics, quarantine restrictions and freight embargoes.

- 13.2 If a Force Majeure situations arises the Transport Service provider shall promptly notify Company in writing of such condition and the cause thereof. Unless otherwise directed by Company in writing shall continue to perform its obligations under the agreement as far as in reasonably practicable and shall seek all reasonable alternative means for performance not prevented by Fore Majeure event.
- 13.3 In the event of Force Majeure conditions involving war hostilities, riots, civil commotions, earthquake, strikes/lockouts, whether legal / illegal etc. prevailing and continuing for more than 15 days, the Company shall be entitles to terminate the agreement by giving 15 days Notice thereof in writing after the first days of Force Majeure.
- 14.0 **Arbitration:** The Transport Service Provider and the Company shall make every effort to resolve amicably by direct informal negotiation and disagreement arising between them under or in connection with the Agreement.
- 14.1 In the event of any disagreement or dispute arising in connection with execution of the Agreement which can not be settled in an amicable manner between the Service Provider and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended up to date by any statutory modification or re-enactment thereof for the time being in force. Arbitration proceeding will be held in Jodhpur.
- 15.0 **Amendments:** Amendments to any terms and conditions of the contract, if any, shall be carried out only through an Amendment to contract duly signed by authorized representative of the Company and the contractor.
- 16.0 Oil India Limited reserves the right to cancel this tender without assigning any reason whatsoever.

**PART – II**

**SCHEDULE OF SERVICE / RATES**

| Sl.No. | Description Service for 2W.D Mahindra Bolero Camper with driver  | Unit  | Estd. Quantity For 3 Yrs. | Rate per unit (figures & words) | Total Amount (figures & words) |
|--------|--|-------|---------------------------|---------------------------------|--------------------------------|
| 1      | Fixed charges including drivers per vehicle                      | Month | 36                        |                                 |                                |
| 2.     | Running charges per Kilometer run per vehicle                    | KM    | 216000                    |                                 |                                |
| 3.     | Driver's charge (beyond 12 Hrs. duty) per vehicle                | HR    | 1800                      |                                 |                                |
| 4.     | Driver's Halting charge (in case of outstation duty) per vehicle | DAY   | 180                       |                                 |                                |

NOTE :

- 1. The rates quoted must be inclusive of all types of state and central Govt. taxes including service tax.**

**However, the bidder should indicate the rate of service tax included in the quoted rate.**

**The rates should be all inclusive which interalia includes expenses on drivers (including dress and cap ), maintenance, fuel, lubricants, tools, spares, duties, road tax, service tax etc.**

2. The vehicle should be for round the clock duty basis while the driver will be for 12 (twelve) Hrs. duty with provision for continuation beyond 12 (twelve) hours on need basis.
3. The vehicle shall be parked in Oil India Limited premises after completion of duty on daily basis.
4. The drivers shall be in uniform with Cap preferably Grey colour and penalty of Rs.50 (Rupees Fifty only) per day per vehicle will be levied, in case the driver is not in uniform.
5. The timing of vehicle for use shall be preferably from 9 A.M. to 9 P.M. However, this timing may be changed by the Company as per operational requirement.
6. Parking charges / toll charges / inter-state tax shall be reimbursed by OIL at actual against documentary evidence of such payments.-
7. Vehicles used for long distance (outstation) duty, opening and closing of meter (kilometerage) shall be on Jodhpur to Jodhpur basis. Opening and closing of meter (kilometerage) must be certified by the user / authorized OIL executive.
8. The rates per kilometer run shall be corresponding to the HSD rate prevailing as on the bid closing date. All minor increase/decrease of rate of fuel price within 5% shall be absorbed by the contractor. In case of any hike in rates of HSD, compensation for increase in running cost will be paid to the contractor. For calculation of such compensation, mileage (fuel) for the vehicle will be considered as 10 KM /Litre.
9. The quantities mentioned in the above table are for the evaluation purpose only and the actual may be more or less depending upon the operational requirement.

## **PART III**

### **SPECIAL TERMS AND CONDITION**

CLAUSE – I : Rates specified in Part-II of this tender document are deemed to have been based on the following conditions and the Service Provider 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 of hire of the vehicle under these service agreement will be for a period of 3(Three) years.
2. The vehicles 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 etc.
3. The vehicles shall at all times be licenced (at the Service Provider's cost) by appropriate government Authority to ply on contract basis in Jodhpur, Barmer, Jaisalmer, Bikaner & Sriganganagar District of Rajasthan State and any other surrounding state/areas of the Company's activities as determined by the company.

#### **CLAUSE – II :**

- 1.0 The speedometer and kilometer record must be maintained at a high standard of accuracy. Any defects noticed by Company's officer at the initial and subsequent per indicial inspection shall have to be rectified forthwith by the Contractor 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 Contractor.
- 2.0 In the event any vehicle becoming out of order, or otherwise not available, a relief equivalent vehicle shall be placed in service immediately as substitute. In the event of failure on the part of the Contractor, liquidated damages will be payable by the Contractor as specified in this tender document. Also, the Company has the right to make alternative arrangement and additional expenditure incurred by the Company in arranging alternative arrangement, if any, will be recovered from the Contractor.
- 3.0 Drivers of the vehicles provided against the contract must be in possession of valid professional driving licence authorizing him to drive the particular type of vehicle in the manner required under this contract. Name of the driver with full particulars of driving licences shall be furnished to the Company at the commencement of the agreement and also on every occasion when a driver is required to be replaced for any reason.
- 4.0 Drivers, when operating the vehicles, must be in a fit physical and mental condition and shall not be under the influences of intoxication of any type.
- 5.0 All persons employed by the Contractor under the Service Agreement must observe -
  - a) All the rules promulgated by Rajasthan State Administration from time to Time for working Rajasthan.
  - b) While working inside the declared prohibited areas, if any person is found to be objectionable from security considerations, the person must be replaced by the Contractor.
- 6.0 The vehicle shall carry Name Plates or Markings (for purpose of identification) inscribing "ON OIL INDIA LIMITED DUTY" and towing Hock at the rear, as directed by the Company Representative at the cost of the Contractor..
- 7.0 During the currency of this Contract while on duty on call basis, the Contractor shall NOT – withdraw the vehicle on company duty from service for any other purposes (except in connection with repairs).

- 8.0 All standard safety devices fitted to the vehicles should be in working condition.
- 9.0 The Contractor will make all arrangement at for fueling/servicing/repairing of the vehicle, boarding and lodging of his staff at his cost.
- 10.0 The Transport Service Provider shall render trouble free services during the agreement period without any failure. The Transport Service Provider will be allowed a shut down for maximum of 48 hours at a stretch per month exclusively for maintenance and repair of each vehicle preferably on Sundays. The day will be selected with the permission of the company as per convenience of company's work and LD and Penalty will not be applicable for this 48 hours at a stretch per month. However, Penalty and LD will be applicable for beyond more than 48 hours at a stretch shut down in a calendar month. However, if it is found that the vehicle was not utilized for maintenance and repair purpose, the company will impose LD & Penalty at its sole discretion.
- 11.0 The driver can be replaced even for short period, only with permission of the company Engineer.