

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts Department,  
Duliajan, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602

**TENDER DOCUMENT**

Document Serial No.----- at the office of Head-Contracts, DULIAJAN

Signature of Issuing Officer -----

Date of Issue-----

Designation:-----

Office Seal:-

**1.0 TENDER REFERENCE NO.:** DCT3639P10

**2.0 DESCRIPTION OF SERVICES:** HIRING SERVICES OF 02(TWO) NOS. BRAND NEW TRACTOR TRAILER UNITS BUILT ON 35MT GCW CAPACITY TATA LPS 3516 TC OR ASHOK LEYLAND 3516 H/AL OR ANY OTHER EQUIVALENT TATA OR ASHOK LEYLAND TRACTOR MODEL MEETING SPECIFICATION AS IN THE TENDER COUPLED WITH 20MT (20,000 KG) PAYLOAD CAPACITY DOUBLE AXLE SEMI LOW BED SEMI TRAILER WITH ALL STANDARD FITTINGS & ACCESSORIES, TO BE STATIONED AT ANY PLACE OF OIL'S ACTIVITIES IN ASSAM & ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS.

**3.0** Sealed tenders are invited from reliable, experienced and resourceful bidders for the above-mentioned services. This tender document is non-transferable.

**The bids are to be submitted in duplicate. (One in original and one photocopy of the original).**

**4.0 TYPE OF BID:** DOUBLE BID (SINGLE)

**5.0 BID CLOSING DATE & TIME:** 18.05.2010 (1245 Hrs. IST)

**6.0 TECHNICAL / COMPOSITE BID OPENING DATE & TIME:** 18.05.2010(1300 Hrs. IST).

**7.0 COMMERCIAL/PRICE BID OPENING DATE & TIME:** (1300 Hrs. IST)

**8.0 EARNEST MONEY/BID BOND/BID SECURITY:** 43,000.00 (RUPEES FORTY-THREE THOUSAND ONLY)

**9.0 BID OPENING PLACE:**

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts Department,  
Duliajan, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602

**10.0 MOBILISATION PERIOD:** 06(six) months from the date of issue of LOI

**11.0 DURATION OF THE CONTRACT:** 04(Four) years from the date of placement of first Tractor-trailer(s)

**12.0 BID SUBMISSION:** 12.1 The Tender is under Single Stage Two Bid System and bidders are required to submit their offers in separate envelopes i.e. "TECHNICAL BID" and "COMMERCIAL BID".

12.2 The detailed tender document supplied by the company bearing Seal & Signature of OIL's authorized Officer(s) & duly signed and sealed by the Bidder(s) or their authorized attorney in all pages as a token of acceptance of the offered terms and conditions of the Company, is to be Submitted with the Technical Bid, which must be without any Price details.

**TENDER REFERENCE NO. : DCT3639P10**

The Technical Bid must be submitted in Duplicate i.e one in original & other the photocopy of the original.

12.3 The Part-II(SOQ) of the tender document supplied separately by the Company for submission as "COMMERCIAL BID", duly signed and sealed by the Bidder(s) as above, is to be submitted as Commercial Bid along with Price Details wherever specified.

12.4 The cover containing the original set of Technical Bid (i.e Original bid documents & supporting documents) must be in one sealed envelope bearing the following in writing on the right hand top corner:

- (i) Envelope No. A Original-Technical Bid (Original bid document & supporting documents)
- (ii) Tender No. DCT3639P10
- (iii) Bid Closing Date: - 18.05.2010
- (iv) Bidder's Name \_\_\_\_\_

12.5 The cover containing the Duplicate set of Technical Bid (i.e Photocopy of the original bid documents & supporting documents as same as in Para 12.4 above) must be in one sealed envelope bearing the following in writing on the right hand top corner:

- (i) Envelope No. B Duplicate-Technical Bid (Photocopy of original bid documents & supporting documents)
- (ii) Tender No. DCT3639P10
- (iii) Bid Closing Date: - 18.05.2010
- (iv) Bidder's Name \_\_\_\_\_

12.6 The cover containing the Commercial Bid must be in another sealed envelope bearing the following in writing on the right hand top corner:

- (i) Envelope No. C Commercial Bid
- (ii) Tender No. DCT3639P10
- (iii) Bid Closing Date: - 18.05.2010
- (iv) Bidder's Name \_\_\_\_\_

12.7 The both the set of Technical Bid (i.e Original: Envelope-A & Duplicate: Envelope-B as in Para-12.4 & 12.5 above) and the Commercial Bid (i.e Envelope-C as in Para-12.6 above) should then be put together and sealed in another separate envelope and the following should be superscribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:-

"BID FOR TENDER NO. DCT3639P10  
"BID CLOSING DATE & TIME: 18.05.2010 AT 12.45 P.M.(IST)"

12.8 The Earnest Money and other relevant documents to be enclosed with Technical Bid.

12.9 The bid should be submitted to reach the address given below on or before the bid closing date and time as specified:

HEAD-CONTRACTS  
CONTRACTS DEPARTMENT  
OIL INDIA LIMITED  
DULIAJAN, DISTRICT: DIBRUGARH  
PIN- 786 602 (ASSAM)

12.10 Tenderer(s) may send their offer(s) to the Addressee mentioned in Para 12.9 above hereof by post or place the same in the TENDER BOX situated at the same address. Company will not be held responsible for any postal delay or non-receipt of the same.

**13.0 EARNEST MONEY DEPOSIT (EMD) :-**

13.1 The offer must be accompanied by a BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (in specified format) / Pay-in-slip (available at designated banks at Duliajan) favouring OIL INDIA LIMITED,

## **TENDER REFERENCE NO. : DCT3639P10**

payable at DULIAJAN for the amount applicable and purchased from any Nationalised Bank as per para 8.0 towards Earnest Money Deposit (EMD). NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY. The EMD shall not earn any interest to the tenderer(s) from the Company.

13.2 Any offer not accompanied with the EMD shall be treated as invalid and summarily rejected. Any subsequent deposit of EMD after the bid closing date shall not be permitted. Also, adjustment of EMD due against the instant tender, against dues from the Company or on any account shall not be permitted.

13.3 The EMD will be forfeited in case the tenderers withdraw their offer for any reason whatsoever after the appointed time on the bid closing date and before the validity period of the offer which shall be 180(One Hundred Eighty) days from the date of opening of the tender. Any such withdrawal will make the tenderer liable to be debarred from further tendering at the sole discretion of the Company and the period of debarment will not be less than 1(One) year.

14.0 Any offer received after the appointed time on the Bid closing date shall be summarily rejected and returned to the tenderer(s) unopened.

15.0 No modification or alteration to the offer shall be permitted after the appointed time on the bid closing date. NO CLARIFICATION ON WHATSOEVER REASONS THEREOF WILL ALSO BE ENTERTAINED AFTER THE BID CLOSING DATE.

### **16.0 TENDER OPENING AND EVALUATION:**

#### **16.1 BID OPENING AND EVALUATION:**

16.1.1 The Technical / Composite bid will be opened on 18.05.2010 (Bid opening date) at 1300 hours (IST) in the presence of any attending Tenderer(s) or their Authorized Representative. However, an authorized letter from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Tenderer(s) & Authorized Representative(s) will have to sign a register evidencing their presence. In case it happens to be a bundh/holiday, the tender will be opened on the next working day (except Saturday).

16.1.2 Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

#### **16.2 OPENING OF PRICE BID:**

16.2.1 In case of Two bid system, after the evaluation of the Technical Bids, the Price (Commercial) Bids of the technically qualified Bidders will be opened. The opening Date and Time will be intimated to the technically qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 16.1.1 above.

16.2.2 The rates shall be quoted per unit as specified in Part-II hereof and shall be in words as well as in figures. No overwriting shall be allowed but all corrections must be initialed on the blank space above. In case of discrepancy, rates quoted in words shall be considered to be correct.

16.2.3 The offer must be valid for acceptance up to 180(One Hundred Eighty) days from the date of tender opening.

17.0 **RESPONSIVENESS OF BID :-** For the purpose of determining the responsiveness of a bid, it must conform to all the terms and conditions of the bidding document without any material deviation.

#### **18.0 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

## TENDER REFERENCE NO. : DCT3639P10

following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

### 18.1 TECHNICAL:

18.1.1 The average Annual financial turnover of the bidder during the last 3(three) years ending 31st March 2009 must be minimum of Rs.26 lakh (Rupees twenty six lakh) . The proof of annual turnover should be either in the form of audited Profit & Loss and Balance Sheet or certification from Chartered / Cost Accountant firm indicating the code number.

18.1.2 The Bidder shall be in the business of providing services to PSU / Central / State Govt. Undertaking having the experience of successfully executing the following assigned work(s) during the last 7 (seven) years ending 31.03.2010. Documentary evidence must be submitted along with the Technical Bid. The documentary evidence must be in the form of Job Completion Certificate/ Gross Payment Certificate etc. Only LOI (Letter of Intent)/ LOA (Letter of Award), Work Order copy is not acceptable.

(a) Single contract of minimum value of Rs.70 lakh (Rupees Seventy lakh)

or

(b) Two contracts of minimum value of Rs.45 lakh (Rupees Forty five lakh) each

or

(c) Three contracts of minimum value Rs.35 lakh (Rupees Thirty five lakh) each

18.1.3 The offered tractor trailer units must meet the tendered technical specifications as detailed in Part-III of this tender document and accordingly the bidder(s) must give an undertaking (as per sample format enclosed) declaring that if awarded the contract by OIL, he / they would supply two numbers tractor trailer units strictly as per the tendered technical specifications (details in Part-III of the tender document) and other terms and conditions of the tender document.

### 18.2 COMMERCIAL

18.2.1. The bids are to be submitted in a single stage under 2(two) bid system i.e. Technical bid (unpriced) and Commercial bid (priced) together. Both the bids should be submitted on the original tender document supplied by the Company and only the commercial bid should contain the quoted price.

18.2.2. Bid received without Earnest Money Deposit (EMD) will be rejected.

18.2.3. Earnest Money Deposit (EMD) shall be submitted along with the Technical bid, otherwise will be rejected.

18.2.4. Any bid received by the company after the deadline for submission of bids prescribed by the Company will be rejected.

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

18.2.6. Bid shall be typed or written in indelible ink and original bid shall be signed by the bidder or their authorized representative on all pages, failing which the bid will be rejected.

18.2.7. Bid shall contain no interlineations, 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 the requirement shall be rejected.

18.2.8. Any bid containing false statement will be rejected.

18.2.9. Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bid Proforma of bidding documents; otherwise the bid will be rejected.

18.2.10. There should not be any indication of price in the technical bid. A bid will be straightway rejected if this is given in the technical bid.

18.2.11. The bid documents are not transferable. Offers made by Bidders who have not purchased the bid documents from the Company will be rejected.

18.2.12. The quoted rates by the bidder(s) must be firm during the performance of the contract and not subject to variation on any account except the following:-

Reimbursement / deduction on the running charge per km per tractor trailer unit will be applicable if the diesel price changes plus or minus 5% (five percent) over the tendered diesel price as detailed in Para 12.0 of part-II of the bid document.

Any bid submitted with an adjustable price quotation other than the above will be treated as non-responsive and rejected.

18.2.13. Bid received with validity of offer less than 180 (one hundred eighty) days from the date of Technical Bid opening will be rejected.

## TENDER REFERENCE NO. : DCT3639P10

### 19.0 BID EVALUATION CRITERIA (BEC): -

19.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below: -

- (i) Fixed charge per tractor trailer unit per month ----- (A)  
(Vehicle for 24 hrs. with drivers & crew for 12-hrs. duty)
- (ii) Running charge per Km per Tractor-trailer unit ----(B)
- (iii) Over time rate per hour for driver ----- (C)  
(Beyond 12 hours of normal duty)
- (iv) Over time rate per helper per hour ----- (D)  
(Beyond 12 hours of normal duty)

The crew to be engaged by the contractor for normal duty of twelve hours is to consist of one driver; two helpers for each tractor-trailer unit and one supervisor for the two tractor-trailer units.

19.2 For ascertaining overall ranking, the total bid price will be worked out taking the quantum indicated above and the rates quoted for the particular item. The Bid Price per Tractor-trailer Unit will be worked out as below: -

BID PRICE PER TRACTOR TRAILER UNIT=  $48 \times [A + \{B \times 3000\} + \{C \times 60\} + \{D \times 60 \times 2\}]$ .

TOTAL BID PRICE = [BID PRICE PER TRACTOR TRAILER UNIT x 2]

(Considering uniform quantity of average monthly run of 3000 Km and 60 hrs. of O.T per month for the services of each Tractor Trailer Unit).

19.2.1 Any bid offering less than 2(two) tractor trailer units will not be considered for evaluation.

### 19.3 AWARD OF CONTRACT:

Award of contract will be done as under:-

- (a) The status of the successful bidders will be determined as L1, L2, L3, L4 etc. on the basis of acceptable lowest quoted bid price worked out as per BEC criteria as above.
- (b) The L-1 bidder will be offered the contract for supplying the services of 02(Two) nos. Tractor-trailer Units.
- (c) In case, if L-1 bidder happens to be two or more than two, contracts will be awarded on the basis of lottery.

20.0 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Intent (LOI)".

20.1 Within two weeks of issue of "Letter of Intent (LOI)", the successful bidder(s) will be required to pay an interest free Security Money amounting to 7.5% of one year contract value (for Hiring the services of Cranes)/ 2.5% of total contract value (for Hiring the services of vehicles & equipments other than Cranes) by way of DEMAND DRAFT/ BANKER'S CHEQUE/ BANK GUARANTEE (in specified format) / Pay-in-slip (available at designated banks at Duliajan) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised Bank. Upon furnishing of the Security Deposit, the successful bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the O.I.L Standard forms of Agreement.

20.2 This Security Deposit must be valid for six months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "security Deposit" for the extended period.

20.3 The "security deposit" will be refunded to the contractor within six months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

20.4 Failure of the successful bidders to comply with the conditions as specified in para 20.1 hereof would

## **TENDER REFERENCE NO. : DCT3639P10**

render him liable for rejection and in turn forfeiture of Earnest Money Deposit (EMD) apart from any other actions the Company may take against him at its sole discretion.

20.5 The EMD of the bidders shall be refunded to them as under;

- (a) To the technically unsuccessful bidders after the commercial bid opening in case of Two Bid systems only.
- (b) To others after the date of issue of Letter of Intent to the successful bidders.
- (c) To the successful bidders only after submission of the Security Deposit as specified in para no. 20.1 above.

21.0 The Tenderer(s) may consult Head-Transport or his Representative(s) to assess the nature and extent of the services and the conditions under which it would be carried out he/she/they may also seek such clarifications from these Officers as are deemed necessary for his/her/their offer. All the terms and conditions of the existing transport service contract will be applicable.

### **22.0 GENERAL CONDITIONS :**

22.1 In case bidder takes exception to any clause of the bidding document not covered under BEC / BRC, then the Company has the right 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 bidder.

22.2 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 BRC and such clarification fulfilling the BRC clauses must be received within the date fixed by the Company, failing which the bid will liable to be rejected.

22.3 In case, any of the clauses in the BRC contradict with other clauses of the bid document elsewhere, the clauses in the BRC shall prevail.

23.0 The Company reserves the right to reject any or all of the tenders or accept any tender, in full or in part without assigning any reason.

### **24.0 DISCOUNTS / REBATES.**

24.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

24.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document.

### **25.0 BACKING OUT BY BIDDER**

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

26.0 Backing out by bidder/ L1 bidder after issue of LOI/ LOA: In case LOI / LOA issued is not accepted by the bidder / L1 bidder or the Security Money / Performance Security is not submitted as per terms of the tender/ contract within the time specified in the Bid Document, the Earnest Money/ Bid Bond/ Bid Security shall then be forfeited and the bidder/firm shall be debarred for 02(two) years from the date of default.

### **27.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

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**DESCRIPTION OF SERVICES:-**

HIRING SERVICES OF 02(TWO) NOS. BRAND NEW TRACTOR TRAILER UNITS BUILT ON 35MT GCW CAPACITY TATA LPS 3516 TC OR ASHOK LEYLAND 3516 H/AL OR ANY OTHER EQUIVALENT TATA OR ASHOK LEYLAND TRACTOR MODEL MEETING SPECIFICATION AS IN THE TENDER COUPLED WITH 20MT (20,000 KG) PAYLOAD CAPACITY DOUBLE AXLE SEMI LOW BED SEMI TRAILER WITH ALL STANDARD FITTINGS & ACCESSORIES, TO BE STATIONED AT ANY PLACE OF OIL'S ACTIVITIES IN ASSAM & ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS.

**GENERAL CONDITIONS OF CONTRACT(GCC)**

This service contract agreement (herein after referred to as Contract') made on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_ between OIL INDIA LTD, a body corporate and established under the Companies Act 1956, having its registered office at Duliajan, Assam, PIN - 786602 (hereinafter called 'Company' which expression shall unless otherwise provided, include its executors, successors, administrators and permitted assignees) on one part

AND

Shri/Smti/M/s..... carrying on business as proprietor/partners/Company under the name and style of \_\_\_\_\_ and having his/her/their Registered/Main Office in the State of \_\_\_\_\_ and governed by the Indian Laws (hereinafter called the "Contractor") which expression unless repugnant to the context shall include its Executors, Successors, Administrators and permitted Assigns on the other part.

Whereas, the Company desires to hire the above mentioned services.

Whereas, the Contractor represents that he/she/they has/have adequate capacity to undertake the aforesaid service and is equipped with fully trained personnel capable of adequately operating and providing the required services.

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

**1.0 DEFINITION AND CONDITIONS GOVERNING THE SERVICES**

In this contract, unless the context otherwise requires:

1.1 "AGREEMENT" means this service agreement.

1.2 "AREA OF OPERATIONS" means the Company's oilfield operations in the States of Assam and Arunachal Pradesh.

1.3 "BASE STATION" means the station as set out in Part-II hereof where the vehicle(s)/equipment shall be permanently based, (i.e. based for minimum period of 10 (Ten) days at a stretch) which may be changed at the discretion of the Company.

1.4 "BID OPENING DATE" means the date on which the Tender was opened by the Company against the finalisation of this agreement.

1.5 "BREACH OF CONTRACTUAL OBLIGATION" means amongst others also the following:

Contractor

Company

**Tender No.: DCT3639P10**

- i) Carriage of unauthorised passengers by the Transport Supplier while under this agreement with the Company:
- ii) Unauthorised use of the vehicle(s)/equipment when released to the Transport Supplier for undertaking its deployment for any other business purpose;
- iii) Withdrawal of vehicle(s)/equipment from the service before expiry of the term of this Agreement for any reason whatsoever without the consent/instruction of the Company Engineer and;
- iv) Failure of the Transport Supplier to place the vehicle(s)/equipment for periodic inspection as per schedule as directed by Company's Engineer.
- v) Failure to park the vehicle(s)/equipment after release on close of working hours at place designated by Company's Engineers.
- vi) The vehicle must be owned and registered in the name of the contractor during the entire tenure of the contractual period including extension period, if any.

1.6 "COMPANY" means Oil India Limited.

1.7 "COMMENCEMENT OF SERVICE" means the date of placement of the first vehicle/equipment under this Agreement.

1.8 "COMPANY ENGINEER" means the following:

- i) Head-Transport or his nominee in case of the following events:
  - a) Initial and subsequent inspection of vehicle(s)/equipment ;
  - b) Scrutiny of documents regarding Transport Supplier's compliance with the requirements under this agreement for permits, licenses, insurance documents, employees roster etc.;
  - c) Initial placement of vehicle(s)/equipment with a user department  
or  
Daily allocation of vehicle(s)/equipment in the area of operations of the Company;
  - d) Release of vehicle(s)/equipment upon conclusion of this agreement;
  - e) Assessment of time to be allowed for repairs in case of accident;
  - f) Release of vehicle(s)/equipment and termination of this agreement in case of complaints as to its deteriorated mechanical condition  
or  
Unruly behavior of the crew or repeated defaults by the Transport Supplier; and
  - g) Instruct Transport Supplier to replace by more suitable hand of Driver(s)/crew engaged for operating the vehicle/equipment.

- ii) The head of the user department or his/her nominee in case of the following :
  - a) Normal day-to-day operation of service after placement under the respective department;
  - b) Release of vehicle(s)/equipment for maintenance/inspection/fuelling
  - c) Release of vehicle(s)/equipment for daily/periodic fuelling;
  - d) Allotment of daily duties and timings for reporting and release;
  - e) Certification of daily log sheets;
  - f) Authentication of monthly statement-cum-bill
  - g) Determination of undisputed instances of shutdown or standby, liquidated damages and penalties for defaults on breach of contract.

- iii) Head-Contracts in case of the following events :
  - a) Release/forfeiture of Security Deposit/Earnest Money;
  - b) Any dispute under this Agreement as to the Transport Supplier's obligations or otherwise;
  - c) Determination of instances of shut down or stand by due to Force Majeure, Bundhs etc. or defaults or otherwise in case of dispute by the Transport Supplier.

1.9 CREW: Means Supervisors, Operators, Drives, Handymen/ Helper(s)/Jugalees attached to Contractor  
Company

**Tender No.: DCT3639P10**

the vehicle(s)/equipment, as defined in the Clause: 1.13, 4.10.

1.10 "DUE DATE OF PLACEMENT" means the date stipulated in Clause No.8, Part-II hereof.

1.11 "DETERIORATED CONDITION OF VEHICLE/EQUIPMENT" means any vehicle(s)/equipment found not acceptable to Company's Engineer after mechanical inspection or/and vehicle(s)/equipment found to be unworthy of undertaking the services envisaged under the provisions of this Agreement or/and vehicle(s)/equipment which is/are facing repeated breakdown due to inadequate, improper and timely repairs and maintenance and / or vehicle(s)/equipment refused by the Company's Engineer/user department as being unfit.

1.12 "DAILY LOG BOOK" means the format as may be certified by the Company's Engineer on a day-to-day basis during the tenure of these Agreement.

1.13 "DRIVER / OPERATOR" means an individual possessing sound mental and physical health who must be in possession of an appropriate professional Driving License and P.S.V. Badge issued by the Regional Transport Authority who is having jurisdiction over the area of operations of the Company, who is (are) engaged by the Transport Supplier and provided with the service envisaged under this Agreement, cost whereof included in the fixed charge per month.

1.14(A) "DEFAULT" means any of the following commissions or omissions by the Transport Supplier or his/her crew which will lead to shut down of vehicle(s) and/or breach of contractual obligations :-

- a) Delay in initial placement of vehicle(s) beyond the stipulated date;
  - b) Unsuitability of the Driver or assigned/Attendant and/or working crew;
  - c) Drunkenness and intoxication of the driver and/or the Attendant/crew;
  - d) Non-availability of vehicle(s)/equipment due to any reason, whatsoever, including but not limited to the following conditions:-
    - i) Deteriorated mechanical condition of the vehicle(s)/equipment and/or breakdown;
    - ii) Due to inadequate routine maintenance
    - iii) Time taken for routine servicing / maintenance in any particular month in excess of time allowed for such maintenance in any month
    - e) Non-possession of valid permits and licenses for the crew and vehicle(s)/equipment;
    - f) Non-supply of fuel;
    - g) Delay in placement of vehicle(s)/equipment on any day as per the instruction of the Company's Engineer and or unauthorised and untimely release of vehicle(s)/equipment on any day without prior permission and authorisation from the Company Engineer during the tenure of this Agreement;
    - h) If the Transport Supplier bases the vehicle(s)/equipment at a station other than the stipulated Base Station without the authorisation of the Company Engineer;
    - i) Non-availability of vehicle(s)/equipment due to defects detected upon periodic inspection/tests by the Company;
    - j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company;
    - k) Non-availability of equipment/vehicle(s)/ crew beyond 48(Forty Eight) Hours allowable for repair / maintenance time per month;
    - l) Non-availability of the vehicle(s)/equipment or crew when required by the Company's Engineer; and
    - m) Failure on part of the Transport Supplier to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the Transport Supplier to abide with particular instructions as set out in Clause 5.0 hereof and/or failure on part of the Transport Supplier to obey the instruction of the Company's Engineer as set out in Clause 6.0 hereof.
    - n) Any other acts or omissions by the Transport Supplier or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
    - o) Non-availability of equipment/vehicle(s)/crew when the Company's operations are normal;
- Contractor

Company

**Tender No.: DCT3639P10**

p) Non-availability of services due to unauthorised/lightening strike by Transport Supplier or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.

1.14(B) In case of default not leading to shutdown, the Company's Engineer shall notify the Transport Supplier to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s)/equipment shall be released to the Transport Supplier, 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 liquidated damages/penalty as applicable shall be levied too.

1.15 "FIXED CHARGE PER MONTH" means fixed charge mentioned under of Part-II hereof which will be inclusive of depreciation, parking fee if applicable, all applicable taxes & duties including VAT as applicable, insurances, wages and other emoluments of Operator/Driver(s) / Helper(s) / Jugalees and other operation staff/crew inclusive of relief Operator/Driver(s)/Helper(s)/ and other operating staff/crew, which the Transport Supplier will have to engage and provide at all times essentially for the continuous operation of the service envisaged under this Agreement. The Transport Supplier shall have to ensure full compliance with Motor Vehicles Act 1988 and Motor Transport Workers Act 1961 and the 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 service which must include minimum wages as per the aforesaid Acts, Statutory/weekly offs, holiday, overtime, annual leave, uniforms 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 same, if any, shall have to be borne entirely by the Transport Supplier. The Fixed Charges payable under this Agreement shall be deemed to be inclusive of all payments to be borne by the Transport Supplier 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 agreement due to revision in the minimum wages as applicable shall be borne solely by the contractor and deemed to be included in the fixed charge per month. Fixed charge also includes the cost of consumables and fuel as may be required for stipulated normal hours of duty at a stationary place when there is no km run.

1.16 "HOLIDAY" means the National Holiday defined under the Motor Transport Workers Act, 1961 as may be in force from time to time, which the Transport Supplier would be required to give to his/her Crew as per the aforesaid Act.

1.17 "NORMAL HOURS/TIMINGS OF DUTY" means the duty hours, which may be stipulated or instructed by the Company's Engineer.

1.18 "HANDIMEN/HELPER/JUGALEE" means such crew engaged by the Transport Supplier and provided with the vehicle/equipment, cost whereof is included in the Fixed Charge per month.

1.19 "INSPECTION" means initial/periodic inspection carried out by the Company's Engineer to ascertain road worthiness of the vehicle(s)/equipment along with necessary Permits, Insurance etc. for the vehicle(s)/equipment as well as all the Crew engaged against this contract. The Company's decision in this regard shall be final.

1.20 "INSURANCE" means comprehensive insurance of the vehicle(s)/equipment and shall include insurance of the crew.

1.21 "LICENCE AND PERMITS" means any and all of the following which must be valid and updated periodically by the Transport Supplier to the satisfaction of the Company:-

- a) Professional driving license(s) and P.S.V. badge(s) for the driver(s)/Operator(s);
- b) Registration Book(s) with endorsement of Road Tax;
- c) Permits for plying the vehicle(s)/equipment for commercial purpose as may be required;
- d) Road permits;
- e) Fitness certificate
- f) Innerline permit(s) for Arunachal Pradesh.;
- g) Comprehensive insurance certificate(s) both for vehicle(s)/equipment as well as Crew;
- h) Any other as required under law in force;

Contractor

Company

**Tender No.: DCT3639P10**

i) Pollution under control certificate

1.22(a) "LIQUIDATED DAMAGES" means pro-rata fixed charge per hour rate payable by the Transport Supplier in case of Default as mentioned in Para 1.14(A) sub clause (b) to (n) which shall be levied for the shutdown period on the basis of 0.5(Zero Point Five) times the rate subject to maximum of 12(Twelve) hours in a month arrived at on a cumulative basis. In case of continuing default beyond 12(Twelve) cumulative hours in a month, it would be treated, as breach of Contract and penalty as per clause No.1.27 will only be applicable.

1.22(b) "SPECIAL LIQUIDATED DAMAGES" means the amount payable by the Transport Supplier in case of default as mentioned in para 1.14 (A) sub clause (o) & (p) which shall be levied at the rate of twice the prorata fixed charge per day. Special L.D. shall be levied irrespective of whether such default resulted in a shutdown for the whole day or part thereof.

1.23 "LEAVE" means Annual Leave to be granted to the Crew who is employees of the Transport Supplier as per the stipulations of The Motor Transport Workers Act, 1961 as may be in force from time to time.

1.24 "MONTHLY KILOMETREAGE STATEMENT CUM BILL" means the format specified by the Company.

1.25 "HELPER/MAZDOOR" means an unskilled labourer employed by the Transport Supplier who may be engaged as per the requirements of the Company from time to time along with vehicle/equipment, in respect of whom payment shall be made as per the rates of Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time in force under the MTV Act from time to time.

1.26(a) "PRO-RATA FIXED CHARGE PER DAY" means the Fixed Charge per month as per item 12(i) of Part-II, divided by 30(Thirty) days.

1.26(b) "PRO-RATA FIXED CHARGE PER HOUR" means the amount accrued at per Clause 1.26(a) divided by 24 (Twenty Four) hours.

1.27 "PENALTY" means the amount payable by the Transport Supplier in the event of breach of contract as stated in clause 1.14 which shall be at a rate of the pro-rata fixed charge per day. Penalty shall be levied irrespective of whether such breach resulted in a shut down or otherwise.

1.28 "REGISTRATION" means the vehicle(s)/equipment having registration in the name of the Supplier(s)/Firm with the R.T.O./D.T.O. having jurisdiction in the area of operations of the Company.

1.29 "RUNNING CHARGE PER KILOMETER" means the rates stipulated in Item-12(ii) of Part-II hereof and shall be deemed to include all the expenditures of the Transport Supplier viz., cost of fuel, tyre/tube, battery & consumables like lubricants etc. and other maintenance expenditures including accessories involved including VAT element as applicable towards movement of the vehicle(s)/equipment.

1.30 "STIPULATED HOURS OF SERVICE PER DAY" means hours of duty per day, normal hours/timings of duty whereof shall be determined by the Company's Engineer for which fixed charge shall be payable.

1.31 "STATUTORY ACTS" means all the State and Central Government statutes and regulations effecting the operation of the services under this Agreement as may be in force from time to time and shall particularly include but not be limited to the following;

- a) The Motor Vehicle Act, 1988,
- b) The Motor Transport Worker's Act, 1961,
- c) The Contract Labour (Regulations & Abolition) Act, 1970,
- d) The Minimum Wages Act, 1948,
- e) The Employees Provident Fund & Miscellaneous Act, 1952,

Contractor

Company

**Tender No.: DCT3639P10**

- f) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984,
- g) The Workmen Compensation Act, 1923 &
- h) Industrial Disputes Act, 1947
- i) Industrial Employment (Standing Order Act, 1946)
- j) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
- k) Payment of Wages Act, 1936
- l) Any other Act as applicable from time to time.

The Transport Supplier shall be solely responsible for compliance with all statutory acts at all time during the tenure of the service Agreement.

1.32(a) "SHUT DOWN" means disruption/non-availability of the Transport Service due to any of the defaults in Clause 1.14(A).

1.32(b) "SHUT DOWN" shall also mean the non-availability of the Transport service due to an accident.

1.33 "STAND BY" means any of the following "-

- a) Payable fixed charge although the services are not available due to the following:-
  - i) For maintenance up to 48(Forty Eight) hours per month, counted from the beginning of the month, the Company shall pay the fixed charge on certification from the Head of the User Department that the shut down was due to maintenance of the vehicle(s)/equipment. This facility will be limited to maximum of 4(Four) instances in calendar month. Any excess shut down over 48 hours for maintenance shall be treated as default and Clause No.1.22 shall be applicable. Accumulation may be allowed up to a maximum of 4(Four) days i.e., 96(Ninety Six) hrs in a space of 3(Three) months which the Transport supplier will notify in writing at least 5(Five) days in advance. In case it is not availed in a space of 3(Three) months the facility will stand lapsed for that period. Shut down due to minor breakdown of the vehicle(s)/equipment (i.e., punctured tyre, minor mechanical adjustment etc.,) involving downtime up to a maximum of 1(One) hour shall not be included in the 48 (Forty Eight) hours time or counted towards shutdown which shall be allowed not more than 3(Three) instances in a calendar month.
  - ii) Re-fuelling time for the vehicle(s)/equipment stationed at Duliajan which shall not be more than 30(Thirty) minutes and not involving more than 5(Five) km at any instance subject to a maximum of 8(eight) re-fuelling in a calendar month. For vehicle(s)/equipment stationed at other base station the time and kms will be determined by the Company's Engineer considering the distance from the nearest petrol pump and subject to the maximum of 8(Eight) re-fuelling in a calendar month. In exceptional cases where running of the vehicle(s)/equipment is/are more than 3500(Three Thousand Five Hundred) Km/month, the Head of the user department will determine the additional no. of re-fuelling required. This Kilometer and time will not be charged to the Transport Supplier.

1.34 "STATUTORY OFF" means the off day per week or the compensatory off day in lieu thereof which the Transport Supplier is required to give to his/her operating crew as per the Motor Transport Workers Act, 1961 in respect of which adequate relief driver/crew shall be provided at no extra cost.

1.35(a) "TAXES AND DUTIES" means APGT Tax, Road Tax, Fitness Fee, Road Permit Fee, Registration Fee, Inter-State Permit Fee, VAT for vehicle(s)/equipment and crew etc. as may be due and payable by the Transport Supplier entirely at his/her own cost towards operation of the services envisaged under this agreement.

1.35(b) Taxes and duties shall also mean deduction of Tax at source from the payments made to the Transport Supplier towards operation of the services envisaged under this Agreement at the rates as may be in force from time to time under the Income Tax Act, 1961 & VAT or any other Act where requires deduction of tax at source which may be in force from time to time.

**2.0 DESCRIPTION OF WORK: -**

2.1 All work performed by the Transport Supplier shall be continuous, on day to day basis as set down in Schedule of Service, Units and Rates described in Part-II hereof which Part-II forms and Contractor

Company

**Tender No.: DCT3639P10**

constitutes part and parcel of this Agreement, read in conjunction with the particular specification and instruction contained in Part-III hereof which Part-III also forms and constitutes a part and parcel of this Service Agreement. All the 3(Three) Parts of this service agreement will be read and construed together with the related Annexure.

2.3 Transport Supplier shall provide the transport service with vehicle(s)/equipment as determined in Part-II hereof and shall be responsible for all actions necessary for day to day running and maintaining the services on a continuous basis in an efficient and adequate manner. The Transport Supplier shall be responsible for timely payment of all applicable taxes, fees, insurances for smoothly operating the services envisaged under this agreement including all capital investments and operating expenses as may be necessary and incidental in relation thereto.

2.4 The rates agreed/accepted by the Transport Supplier as set-out in Part-II hereof are inclusive of all expenses mentioned hereof and such other similar charges as may be required including payment to his/her operator(s), Driver(s), Crew and other staff as per the provisions of the Motor Vehicles Act, 1988 and other Statutory Acts. The rates stipulated in Part-II hereof shall be firm and final and no escalation whatsoever except as may be stipulated otherwise shall be admissible on any account.

2.5 The Transport Supplier shall supply and maintain the services of all vehicles EVERY DAY with Operators, Driver(s), Attendant(s), Helper(s) / Jugalees/Mazdoor(s) (wherever applicable) as may be required by the Company.

2.6 The Transport Supplier shall hereby undertake to pay to his/her Crew/Staff reasonable/fair wages which are not less than the wages payable under the Minimum Wages Act as applicable to Motor Transport Workers in the area of operations of the Company as may be in force from time to time during the Currency of this Agreement. He further undertakes to pay all his/her operating staff working under this Agreement the due wages in time including any arrears of wages which may arise due to amendments in future to the above mentioned Act.

3.0 MANNER OF CONDUCTING WORK: The Transport Supplier 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 OBLIGATIONS OF THE TRANSPORT SUPPLIER:**

4.1 The Transport Supplier 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.

4.2 The Transport Supplier shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of vehicle(s)/equipment or operations of the services envisaged under this agreement including liability under the Statutory Act or any other liability as may arise due to operation of this agreement and the 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 Agreement shall have to be performed by the Transport Supplier only and shall be his/her sole responsibility. Be it stated particularly that the Transport Supplier hereby undertakes to fully implement entirely at his/her 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 agreement in the area of operations of the Company.

4.3 The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/workmen employed by the Transport Supplier 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 Transport Supplier will be solely against the Transport Supplier and not against the Company. Be it expressly stated that any demands whether present or future by the employees deployed by the Transport Supplier against the services envisaged under this agreement shall have to be settled and satisfied by the Transport Contractor

Company

**Tender No.: DCT3639P10**

Supplier 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 Agreement shall also be deemed as a default.

4.4 The Company shall neither entertain any demands from the employees of the Transport Supplier 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 Transport Supplier to deal, interact and settle any demands or disputes of his/her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.

4.5 Any unsettled disputes between the Transport Supplier and his/her employees leading to a legal or illegal strike by them would have to be settled by the Transport Supplier expeditiously. In the event of such a strike, whether legal or illegal, the vehicle(s)/equipment shall be treated as shut down. Any failure on the part of the Transport Supplier to settle the disputes expeditiously or with reasonable dispatch which results in interruption of the services envisaged under this Agreement would be considered as a default under this agreement and the agreement would be terminated at the discretion of the Company. The Transport Supplier shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Transport Supplier was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Transport Supplier shall not be entitled to any damages or compensation whatsoever on account of such termination.

4.6 The Transport Supplier shall ensure that the vehicle(s)/equipment 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 Transport Suppliers outstanding bills. The Company's decision in this regard shall be final and binding.

4.7 Any normal hours/timings of duty will be decided by the Company's Engineer and shall be binding on the Transport Supplier. The normal hours of duty/timings may be changed from time to time at the discretion of the Company and the Transport Supplier shall be obliged to accept such changes.

4.8(a) The Transport Supplier will park the vehicle(s)/equipment at his/their own parking yard or at Company's yard as directed by the Company's Engineer at the end of the day's work. The Transport Supplier found violating, this will be liable for breach of Contract.

4.8(b) The Transport Supplier may be asked by Company's engineer to make his/their own arrangement for parking the vehicle/equipment within 5(five) km. from the Industrial Gate of the base station on round the clock basis with ready availability of the services of the crew in such a manner that the vehicle(s)/equipment can be deployed for any specified duties immediately on receipt of the instructions from the Company's Engineer.

4.9 The Transport Supplier must place the vehicle(s)/equipment 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 vehicle(s)/equipment before completion of the normal duty hours, the vehicle(s)/equipment shall be treated as shut down and will attract the liquidated damages for each such failure.

4.10 The vehicle/equipment should be supplied with the services of Operator / Drivers / Handymen / Helpers / Supervisor /Attendant on duty hours basis, cost in respect thereof is included in that fixed charge per month as per clause No.1.15.

4.11 The Transport Supplier shall keep the vehicle(s)/equipment roadworthy throughout the contract period by complying with the statutory requirement, failing which the vehicle(s) will be treated as shut down.

Contractor

Company

## **Tender No.: DCT3639P10**

4.12 The Transport Supplier should ensure that the Driver(s)/Helpers/Jugalees/Mazdoors (as applicable) are available every day, i.e. on Holidays, Sundays, off days or during leave of the regular drivers/crew as per the requirements of the Company's Engineer. In the event of failure to do so would tantamount to a default and the vehicle(s)/equipment shall be treated as shut down, in which case the liquidated damages shall be deducted from the Transport Supplier.

4.14 The Transport Supplier must maintain a register incorporating particulars with the name(s) of the Operator / driver(s) / handymen / Attendant(s) / Crew engaged by the Transport Supplier 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 Transport Supplier will be required to submit a certificate to the Company every month along with the Monthly Statement-Cum Bill in the specified format to the effect that all statutory requirements effecting the operations of the service under this agreement under various Statutory Acts have been complied with.

4.15 The Transport Supplier shall undertake only journeys authorised by the Company's Engineer. Any unauthorised 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 agreement without any compensation to the Transport Supplier on any account whatsoever.

4.16 The Transport Supplier would be required to submit the statement of payments made to his/her crew employed on the Service envisaged under this agreement as and when required by the appropriate authorities.

4.17 The Transport Supplier shall indemnify the Company against any claims by the driver(s)/crew on account of payment of wages, bonus, perquisites etc.

4.18 The Transport Supplier shall operate the service envisaged under this Agreement in an efficient, workmen like manner as per the instructions of the Company's Engineer. The Transport Supplier shall abide by the Company's Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.

## **5.0 PARTICULARS, SPECIFICATIONS AND INSTRUCTION TO THE TRANSPORT SUPPLIER:-**

5.1 The Transport Supplier shall instruct his/her crew suitably to ensure that while driving speed limits as enforced are necessarily observed. Any breach of law due to violation of the speed limits shall have to be redressed by the Transport Supplier entirely at his/her own cost.

5.2 The vehicle(s)/equipment described/set out in Part-II hereof must be equipped with all standard fittings, instruments etc., and shall be at all times fully conform with all provisions of the Motor Vehicles Acts, 1988.

5.3 The vehicle(s)/equipment must all times be comprehensively insured against all risks.

5.4 The Operators / Driver(s) must possess valid and relevant permits and professional licenses.

5.5 The vehicle(s)/equipment must be registered with the DTO 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.

5.6 The vehicle(s)/equipment must at all times be licensed by the appropriate Govt. authority having jurisdiction in the operating areas of the Company to ply on commercial basis and to carry passengers including crew and goods as applicable and within the designed load capacity.

Contractor

Company

**Tender No.: DCT3639P10**

5.7 The Transport Supplier must ensure timely renewals of all licenses and permits within the due dates.

5.8 The Transport Supplier shall provide at his/her own cost the accommodation/housing for his/her employees, sheds for repairing and servicing of vehicle(s)/equipment, land/garages for parking of the vehicle(s)/equipment (wherever applicable) in and around the base station.

5.9 During the course of the day-to-day operations, the vehicle(s)/equipment may be required to ford or ferried through various rivers. The Transport Supplier will not object to such crossing and shall not be entitled to any additional charges.

5.10 The vehicle(s)/equipment must be maintained in first class road worthy condition along with uniform standards of safety and comfort to passengers as initially provided for at the time of acceptance of the vehicle(s) on the date of placement.

5.11(a) Hour meter, Speedometer and kilometreage gauge 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 Transport Supplier at his/her 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 Transport Supplier.

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

5.12 All employees of the Transport Supplier who are deployed under this service agreement 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 considerations must be replaced by the Transport Supplier.

5.13 All vehicles / equipment must carry special nameplates or marking for the purpose of identification as directed by the Company's Engineer. Wherever required, all vehicles must also be provided with the towing hook. All expenses on account of the foregoing shall be borne by the Transport Supplier entirely on his/her own cost.

5.14 The Transport Supplier shall not refuse the vehicle(s)/equipment to be driven by the Company's operator / driver(s) / officer(s) in case of emergency when Transport Supplier's operator / driver(s) is/are not available for any reason.

5.15 The Transport Supplier shall not refuse parking of any vehicle at such places as may be directed by the Company's Engineer.

5.16 "OIL INDIA LIMITED" must be painted prominently in the wind glass frame and number plate of all vehicles.

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

5.18 The Transport Supplier's representative(s) shall report every day to the Transport Office of the Company for receiving instruction for duties of equipment / vehicle allotted for the day-to-day operations.

5.19 The Transport Supplier must furnish to the Company upon initial placement of the equipment / vehicle(s), the name(s) of the Operators, Supervisor(s), Driver(s), Handymen, Helper(s), 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 agreement at any time during the Contractor  
Company

**Tender No.: DCT3639P10**

tenure of this contract, the Transport Supplier must notify the Company in writing and furnish similar particulars as required hereof in respect of the replacement(s).

**6.0 RIGHTS OF COMPANY'S ENGINEER:-**

6.1 The Company's Engineer shall upon initial placement of equipment / vehicle(s) check all the relevant documentation and duly inspect/test the same before accepting it for the services under this agreement. Such inspection/test shall be carried out entirely at the Transport Suppliers' risk and cost. Any equipment / vehicle found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Engineer.

6.2 The Company's Engineer shall arrange for allocation of the equipment / vehicle(s) duty to the various departments if so desired.

6.3 Upon deployment of the equipment / vehicle(s) to a specified department if required, the transport service shall have to be provided by the Transport Supplier to the satisfaction of the Company's Engineer.

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

- a) Fix the normal duty hours/timings of the Transport Supplier and regularly monitor the same;
- b) Instruct the Transport Supplier 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 Transport Supplier to replace by more suitable hands any of his/her crew engaged for running/operating the equipment / vehicle(s) 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 Transport Supplier against his/her employees or workmen in any manner whatsoever arising out of their removal or replacement.
- d) Instruct the Transport Supplier to remedy breach of contract and levy any penalty in relation thereto.
- e) Refuse the services of any equipment / vehicle(s) found in deteriorated conditions and orders the Transport Supplier to rectify the defects or arrange for replacement till such default is remedied.
- f) Instruct the Transport Supplier to park the equipment / vehicle(s) at a specified place within the Company's premises or at the Transport Supplier's works.
- g) Instruct the Transport Supplier to utilise the services beyond the stipulated hours of service.
- h) Instruct the Transport Supplier to undertake authorised journeys to specified destination(s) and carry the authorised passengers or goods as the case may be.
- i) Instruct the Transport Supplier to go out of station for overnight halt(s).
- j) Undertake periodic inspection of the equipment / vehicle(s) as per programmed as may be decided by him/her. Such inspection shall be carried out in the presence of the Transport Supplier or in presence of his / her authorised representative. Such inspection/ test carried out by the Company shall be at the Transport Supplier's cost and risk.
- k) Instruct the Transport Supplier to remedy/rectify expeditiously and defects revealed upon periodic inspection/test carried out by the Company. Such rectification shall be at the Transport Supplier's cost entirely.
- l) Instruct the Transport Supplier to remove the equipment / vehicle(s) in respect of which the defects as aforesaid which have been detected upon inspection/test periodically by the Company which have remained unrectified.
- m) Instruct the Transport Supplier to remove the equipment / vehicle(s) 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.
- n) Check the hourmeter, speedometer and kilometer readings and notify any defects and determine any correction factor on the statement-cum-bill in case the readings are found to be defective.
- o) Instruct the Transport Supplier to furnish the names of all operator, driver(s) and Contractor

Company

**Tender No.: DCT3639P10**

crew with full particulars at the time of commencement of the service or on any occasion when such operator / driver(s)/crew are required to be replaced for any reason.

p) The Company's Engineer shall clearly indicate the total shut down hours in a month due to maintenance of the equipment / vehicle(s) and/or default with reason in the monthly statement which will be treated as final for determining liquidated damages or penalty, if any.

6.5 The Transport Supplier would at all times obey the instructions of the Company's Engineer and ensure compliance of the above mentioned orders and instructions.

**7.0 SECURITY DEPOSIT:**

7.1 The transport supplier shall upon acceptance of the tender, pay to the Company within two weeks of issue of Letter of Intent(LOI) a Security Deposit amounting to 7.5% of one year contract value (for Hiring the services of Cranes)/ 2.5% of total contract value (for Hiring the services of vehicles & equipments other than Cranes) by way of DEMAND DRAFT/ BANKER'S CHEQUE/ BANK GUARANTEE valid beyond six months of the full tenure of the contract, in favour of OIL INDIA LIMITED, DULIAJAN and payable at Duliajan from any Nationalised Bank as a guarantee against timely placement of all vehicles in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the agreement. This money shall not bear any interest and will be refunded only upon successful completion of the tenure of the contract (including any extension being granted) after deduction/recovery, if any. Failure to provide the aforesaid security amount would render the party liable for rejection and in turn forfeiture of EMD apart from any other actions the company may take at its sole discretion.

7.2 The Security Deposit shall be forfeited in case of the occurrence of the following events:-

(a) In case of non placement of equipment/ vehicle(s) as per agreement, in full at the sole discretion of the Company.

b) In case of any event occurring as envisaged in clause No.8.1 hereof;  
and/or

c) In case of any event occurring as envisaged in clause No.9.0 hereof, where the outstanding bills are not adequate to recover the damages to the extent of such shortfall;

d) In case of premature termination due to default or breach of contract by the Transport Supplier.

7.3 In the event of an occurrence as envisaged in clause No.7.2 (b) & (c), the Transport Supplier will have to furnish additional Security Deposit in the manner prescribed to the extent of amount forfeited. Failure on the part of Transport Supplier to comply with this would render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeited of the entire security deposit. The Transport Supplier shall not be entitled to any damages or compensation whatsoever on account of such termination.

7.4 Provided that in case of delay beyond 3(Three) months from the due date of placement, this agreement shall automatically stand terminated to the extent of the non-performance. This will be without prejudice to the right of the Company to terminate the agreement earlier with 1(One) month's due notice. The Transport Supplier will not be entitled to any damages or compensation whatsoever on account of such termination.

8.0 The Transport Supplier shall commence the supply of regular and continuous service by placing the equipment / vehicle(s) as per this agreement on and with effect from the due date of placement. Any delay in placement of equipment / vehicle(s) for whatsoever reasons beyond the stipulated due date of placement will call for forfeiture of Security Deposit as stipulated hereof without prejudice to any other rights of the Company reserved in this Agreement.

8.1 The Transport Supplier shall supply and maintain the services of all the equipment / vehicles in normal service EVERY DAY with drivers and attendant crew (wherever applicable) as required by the Company. In the event of a default leading to a shut down the Transport Supplier shall not  
Contractor  
Company

## **Tender No.: DCT3639P10**

be paid the daily pro-rata fixed charge for the day(s) or part thereof and also be liable to pay to the Company liquidated damages. Such damages will be recovered normally from the Transport Supplier's outstanding bills for the specific shut down vehicle(s). However, in case the outstanding bill for such shut down vehicle(s) (kept off road) is not adequate for such recovery, the Company will have the right to recover the damages from the bills of other vehicles under the agreement, if any. This is without prejudice to the Company's right to recover the amount in any other manner as laid out in the law including appropriation of the Security Deposit towards such outstanding.

8.2 In case of default not leading to shut down, the Company's Engineer shall notify the Transport Supplier to remedy the default within reasonable time and till such default is remedied, if necessary the vehicle(s) shall be released to the Transport Supplier, 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 liquidated damages/penalty as applicable shall be levied too.

8.3(a) In case of accidents and consequent non-availability of equipment / vehicle(s), pro-rata fixed charges will be deducted but the same will not attract liquidated damages if the Transport Supplier notifies in writing to the Company with adequate proof about the accident, copy of FIR (FIRST INFORMATION REPORT) lodged by the Transport Supplier, MVI(Motor Vehicle Inspector) report and copy of garage certificate(in case of damage of vehicles) shall be required as mandatory in addition to other proof to be submitted and accepted by Head-Transport. If satisfied with the documents submitted, Head-Transport shall waive the liquidated damage and his decision in this regard shall be final and binding on the part of the contractor. However, this will not be applicable in case of

(i) Accidents caused by rough/rash driving or because of negligence of the driver engaged

(ii) Where a FIR is lodged by a third party and services of the equipment / vehicle(s) is/are not available for formalities to be observed as per the laws of the land. In such a situation the equipment / vehicle(s) will be treated as shut down and will attract liquidated damages in addition to deduction of pro-rata fixed charges.

8.3(b) In case of accidents or otherwise leading to damage/breakdown of the equipment / vehicle(s) the time required to repair and place back the equipment / vehicle(s) into Company's service shall be decided by the Company's Head-Transport which shall be final and not alterable. On expiry of such allotted time, pending placement of equipment / vehicle(s) liquidated damages will be recovered in addition to the deduction of pro-rata fixed charges.

8.3(c) In case of Bundhs, Rasta Roko, and Strike etc. called by other organisation and if the equipment / vehicle(s) is/are not available for operations due to absence of operator / driver or otherwise the equipment / vehicle(s) 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 liquidated damages will be imposed and shall be recovered from the subsequent bills of the Transport Supplier with proper intimation. It is to be clearly understood that 48(Forty Eight) hours time allotted per month for general maintenance without deduction of pro-rata fixed charge will not be adjusted against such bandh/strike period.

## **9.0 TERMINATION:**

In the event of the Transport Supplier's failure to place equipment / vehicles in due time or render proper services as per terms of this Agreement, the Company reserves the right to terminate wholly or partially the Agreement with 30(Thirty) days notice in writing and on the expiry of this notice period, this service Agreement shall stand terminated or modified for the reduced number of equipment / vehicle(s) and Transport Supplier shall not be entitled to any damage or compensation on account of such termination or reduction in number of equipment / vehicle(s) or otherwise from any cause arising whatsoever.

9.1 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Transport Supplier to terminate this Agreement in whole or in part if  
Contractor Company

**Tender No.: DCT3639P10**

the Transport Supplier fails to perform any of his/her obligations under this agreement or if the Transport Supplier does not cure his/her failure immediately upon receipt of notice from the Company or during any such time as the Company may authorise in writing after receipt of default notice from the Company.

9.2 In the event of Company terminates the contract in whole or in part pursuant to clause No.9.1, the Company may procure, upon such terms and in such manner as may deem appropriate similar services shall be liable for any excess costs incurred by the Company in this regard. However, the Transport Supplier shall continue performance of the Contract to the extent not terminated.

9.3 The Company may at any time terminate the contract giving a written notice to the Transport Supplier without compensating him, if the Transport Supplier becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or effect any right of action or remedy which occurred or will occur thereafter to the Company.

9.4 The Company may send written notice to the Transport Supplier, 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 which such termination becomes effective, which will be at least 45(Forty Five) days after the date of the notice of termination. If the Company exercises this right, it shall pay the Transport Supplier in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The Transport Supplier will not be entitled to any damages or compensation on account of such termination.

9.5 This Agreement shall stand partially or fully terminated in case of default due to delay in placement of vehicle beyond 3(Three) months from the due date of placement stipulated hereof and the Transport Supplier shall be debarred at the discretion of the Company from quoting against any future contract for a period not exceeding 2(Two) years for such default. Such termination will be without prejudice to the Company to forfeit the Security Deposit also.

10.0(a) The Company will make monthly payment subject to adjustment / deduction as necessary for the services rendered in each calendar month and will endeavor to pay before expiry of 30 (Thirty) days from the date of submission of monthly statement-cum-bill for the month for every equipment / vehicle on the basis of accepted rates calculation as mentioned in Part-II of this Service Agreement. The above period shall be counted from day when all statements in respect of all equipment / vehicles to be deployed under this Agreement are received by the Company.

10.0(b) At the end of the month, the Transport Supplier will have to submit the monthly statement-cum-bill in triplicate. Along with the monthly statement-cum-bill, the Transport Supplier will also submit to the user department a certificate every month 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 Transport Supplier.

10.0(c) Monthly statement / bills submitted by the Transport Supplier will be cross checked by the Company with the records maintained by the Company. Wherever discrepancies are found the Company would have right to make necessary corrections in the statement/bill submitted by the Transport Supplier before certifying/countersigning the same for processing payment.

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

**STATUTORY OBLIGATIONS OF TRANSPORT SUPPLIER:**

11.0 The Transport Supplier shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the equipment / vehicles 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 Contractor  
Company

**Tender No.: DCT3639P10**

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 Transport Supplier only and shall be his/her sole responsibility.

12.0 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 Transport Supplier's equipment / vehicle(s) is/are or 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 claim. The Force Majeure (Exemption) clause of International Chamber of Commerce (ICC Publication No. 421) will be applicable under this contract.

**13.0 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 Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

**14.0 LIABILITY & INDEMNITY:**

14.1 Except as otherwise expressly provided, neither the Company or its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment / vehicle(s) or loss or damage to the property of the Transport Supplier or his/her contractors, sub-contractors, irrespective of how such loss is caused and even if caused by the negligence of the Company and/or his/her servants, agents, nominees, assignees unless caused by willful or gross negligence. The Transport Supplier shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

14.2 Neither the Company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever from injury to, illness, or death of any employee of the Transport Supplier irrespective how such injury, illness or death is caused by willful or gross negligence. The Transport Supplier shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

14.3 Except as otherwise, expressly provided, neither the Transport Supplier nor his/her servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss of or damage to the equipment and/or loss to the property of the Company irrespective of how such loss or damage is caused unless caused by willful or gross negligence of the Transport Supplier or his/her servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Transport Supplier from and against such loss or damage and any suit, claim or expense resulting there from.

14.4 Neither the Transport Supplier nor his/her servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility to whomsoever for injury to, illness, or death to any employee of the Company, irrespective of how such injury, illness or death is caused unless caused by willful or by gross negligence by or his/her servants, agents, nominees, assignees, contractors or sub-contractors and assignees and hold harmless the Transport Supplier from and against such loss or damage and any suit, claim or expense resulting there from.

**14.5 INDEMNITY AGREEMENT:**

Contractor

Company

## **Tender No.: DCT3639P10**

14.6 The Transport Supplier agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of the Transport Supplier's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations / services contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part, or other faults.

14.7 The Company agrees to protect, defend, indemnify and hold the Transport Supplier harmless from and against all claims, suit, demands, and causes of action, liabilities, expenses, costs, liens and judgment of sever kind and character, without limit. Which may arise in favour of the Company's agents, contractors and sub-contractors or their employees on account of bodily injury, death or damage to personnel/property as a result of the operations contemplated hereby regardless of whether or not the said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

### **14.8 INDEMNITY APPLICATION:**

The indemnities given herein above, whether given by the Company or the Transport Supplier shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

14.9 **INSURANCE:-** The Transport Supplier shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials equipment and vehicle(s) belonging to the Transport Supplier or his/her contractors or sub-contractors during the currency of the agreement and shall provide certificates of such insurance.

### **15.0 TAXES & LEVIES:**

15.1 Corporate taxes and other duties including Income-Tax arising out of this agreement shall be borne by the Transport Supplier as per the laws that may be in force from time to time.

15.2 Company shall withhold Income tax as per rates, which may be in force from time to time as may be applicable to the operational services under this agreement.

### **16.0 ASSIGNMENT:**

16.1 The Transport Supplier shall not assign his/her rights, duties and obligations arising under this agreement and sublet to any third person or party except in respect of payments to be received by Transport Suppliers, if acceptable to the Company.

### **17.0 SUB-CONTRACT:**

17.1 The Transport Supplier shall not sub-contract all or any part of the work envisaged under this Agreement.

### **18.0 STATUTORY OBLIGATIONS:**

18.1 The Transport Supplier shall bear all other expenditure, which may be deemed necessary or required towards fulfillment of his/her obligations under the Statutory Acts during the tenure of this service agreement.

### **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 Contractor  
Company

**Tender No.: DCT3639P10**

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)."

**20.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

**21.0 LIQUIDATED DAMAGES FOR DELAY IN PLACEMENT/ MOBILISATION OF EQUIPMENTS/ VEHICLES AND/OR COMPLETION OF WORKS AND SERVICES:** Liquidated Damages will be applicable @0.5% of the contract value per week or part thereof, for delay in placement of vehicle(s)/ equipments(s) for Company's services/ Contract mobilization/completion date subject to a maximum ceiling of 7.5% of first year Contract value including mobilization cost, if any (for Hiring the services of Cranes)/ 7.5% of estimated total contract value (for Hiring the services of vehicles/ equipments other than Cranes).

IN WITNESS whereof the parties hereinto set there hands and seals the day and year first above written.

SIGNED & DELIVERED FOR AND ON BEHALF OF \_\_\_\_\_  
(Signature of Contractor or his/her/ their legal Attorney)

\_\_\_\_\_  
BY THE HAND OF HIS/ HER/ THEIR PARTNER/  
LEGAL ATTORNEY.  
\_\_\_\_\_  
(Full Name of Signatory)

And in presence of \_\_\_\_\_  
(Seal of Contractor's Firm)

\_\_\_\_\_  
\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Name of Witness)  
Date\_\_\_\_\_

\_\_\_\_\_  
(Full Name of Signatory)  
Address:-  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Acceptor)  
SIGNED & DELIVERED FOR AND ON  
Contractor  
Company

**Tender No.: DCT3639P10**  
BEHALF OF OIL INDIA LIMITED.

Date: \_\_\_\_\_  
Designation: \_\_\_\_\_

Contractor

Company  
18/18

## SOQ

Tender no. DCT3639P10

### 1.1 **SCHEDULE OF SERVICES:-**

HIRING SERVICES OF 02(TWO) NOS. BRAND NEW TRACTOR TRAILER UNITS BUILT ON 35MT GCW CAPACITY TATA LPS 3516 TC OR ASHOK LEYLAND 3516 H/AL OR ANY OTHER EQUIVALENT TATA OR ASHOK LEYLAND TRACTOR MODEL MEETING SPECIFICATION AS IN THE TENDER COUPLED WITH 20MT (20,000 KG) PAYLOAD CAPACITY DOUBLE AXLE SEMI LOW BED SEMI TRAILER WITH ALL STANDARD FITTINGS & ACCESSORIES, TO BE STATIONED AT ANY PLACE OF OIL'S ACTIVITIES IN ASSAM & ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS.

2. Vintage of Equipment / Vehicle(s) : Brand new Tractor-trailer units purchased & registered after issuance of LOI
3. Tenure of Agreement : 04(Four) years from the date of placement of first Tractor-trailer(s)
4. Area of operations : OIL's operational areas in Assam & Arunachal Pradesh
5. Bid Opening Date : 12.45 P.M.(IST) on 18.05.2010
6. Tendered Cost of Fuel per Litre. : RS. 36.49
7. Rated consumption of fuel : -----
8. Mobilisation Period : 06(six) months from the date of issue of LOI
9. Periodic inspection / test : a) On initial placement; and  
b) Every three months thereafter or as and when considered necessary by the Company Engineer during the tenure of Agreement.
10. Normal hours/timings of duty / day : As may be stipulated by the Company's Engineer. (Subject to change depending upon the requirement).

### 11. SCHEDULE OF SERVICE, UNITS, QUANTITIES & RATES:-

Item No.	Description of Service	Unit of Words	Quantity	Rate per Unit (Figs & Words)	Amount
10	Fixed Charge per Tractor-trailer unit per month (Vehicle for 24 hrs with services of operating crew for 12 hours duty everyday throughout the month. Crew of each tractor trailer shall consist of one driver & two helpers)	Months	96.000		

Contractor

Company

Item No.	Description of Service	Unit of Words	Quantity	Rate per Unit (Figs & Words)	Amount
20	Running Charge per Km per Tractor-trailer unit at Tendered cost of Fuel.	Kilometer	288,000.000		
30	Overtime rate per hour for Driver(s) beyond 12 hours of normal duty	Hours	5,760.000		
40	Overtime rate per helper per hour beyond 12 hours of normal duty	Hours	11,520.000		

Note :- The above rates include all liabilities including statutory Liabilities.

12. The above rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of the following: -

Variation of the running charges will be applicable in case of increase / decrease of fuel (diesel) price by 5%(Five Percent) over the tendered price. In such a case, for every increase / decrease of fuel cost by Re. 1.00/litre, the running charges will increase / decrease by Rs. 0.33/KM.

Note:

**i) Bidders are required to indicate below the VATable component of their quoted fixed charge:**

**VATable component of the quoted fixed charge : Rs.\_\_\_\_\_**

The above is required for deduction of VAT. If bidder does not indicate the same, entire fixed charge will be considered as VATable. Also, in case VAT is applicable in more than the amount declared by the contractor, the same shall be on contractor's account only i.e no additional towards the same shall be payable by the company.

ii) The operating crew must consist of at least one driver ,two helpers for each tractor-trailer unit and one supervisor for two tractor-trailer units. The normal duty hours shall be 12 hours per day. Overtime at the finalised rate shall be paid to the driver and helper beyond normal duty of 12 hours per day.

**SOQ: PART-II**

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts Department,  
Duliajan, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602

**SCC**  
**Special Conditions of Contract(SCC)**

**Tender No.: DCT3639P10**

SCC: PART - III :PARTICULARS, SPECIFICATIONS AND INSTRUCTIONS

AA: **BIDDER(S) MUST FILL THE FOLLOWING INFORMATION(S):**

**1.0 MAKE & MODEL OF TRACTORS OFFERED:**\_\_\_\_\_

BB: TECHNICAL -

1.0 The tractor trailer units supplied against this agreement shall meet the following models/specifications -

1.1 MAKE & MODEL OF TRACTOR -

(A) The tractor shall be of any one of the following models meeting specifications as under -

- (a) TATA LPS 3516 TC (35000 Kg GCW capacity when coupled to a suitable trailer)
- (b) Ashok Leyland 3516 H/AL (35000 Kg GCW capacity when coupled to a suitable trailer)
- (c) Any other equivalent TATA or Ashok Leyland tractor model.

**TECHNICAL LEAFLET IN ORIGINAL CONTAINING DETAILED SPECIFICATIONS OF THE OFFERED TRACTOR UNIT SHALL BE SUBMITTED ALONG WITH THE TECHNICAL BID FOR SCRUTINY.**

Note : - IN CASE OF SUPPLY OF EQUIVALENT MODEL AS PER CLAUSE (C) ABOVE, MAKE & MODEL OF THE TRACTOR OFFERED SHALL BE CLEARLY INDICATED IN THE BID.

(B) SPECIFICATIONS -

- a). GCW / GTW : Minimum 35000 Kg (when coupled to a suitable trailer)
- b). Drive : 4x2
- c). Cowl : Full Forward Control
- d). Wheelbase : 3250 mm (approx)
- e). Engine Output : Not less than 150 HP (at approx. 2500 rpm)
- f). Engine Emission : Minimum EURO-II /BS-II compliant
- g). Axle Capacity : Approx. 6000 Kg for Front & 10000 Kg for Rear
- h). Steering : Power Assisted
- i). Wheels : 6 + 1 spare wheel of minimum size 10.00 x 20.
- j). Overall Length : Within 6000 mm
- k). **Driver's Cabin : All steel construction original factory built by the tractor manufacturer with seating capacity for min. 2(two) persons excluding driver.**
- l). Fifth Wheel : Suitable for 2 inch (50.8 mm) IS 6763 /SAE J133 kingpin. Make - Ashley, Tata, Volvo, York, Jost, Hyva or PLHT.

m). OTHERS -

i). Palm coupling airline connections for Trailer brakes & Electrical Plug connection for Trailer Contractor

Company

lights, etc.

ii). All standard lightings, fittings & accessories as per Motor Vehicle Act, two large Rear View Mirrors, Towing hook, First Aid Box, Fire Extinguisher, two Flood Lights at rear top of driver's cabin for night operation.

## 1.2 MAKE & MODEL OF TRAILER -

(A) The trailer meeting specifications as under shall be fabricated / manufactured by any one of the following reputed parties/works -

(a) M/s PL Haulwel Trailers, A Division of Automotive Coaches & Components Ltd., Pondicherry - 605009 / Mumbai - 410209

(b) M/s Tratec Engineers Pvt. Ltd., 440, Kailash Towers-II, East Of Kailash, NewDelhi.

(c) M/s Punjab Engineering, 1/A Bindu Basani Street, Kolkatta-700027

(d) M/s Saini Engineering, 25 Ekbalpur Lane, Kolkata - 500023 (Factory : VIII Jangalpur, NH-6)

(e) Any other reputed fabricators, details to be submitted with bids and subject to the acceptance of Head-Transport prior to placement of order.

## (B) SPECIFICATIONS -

a). Payload : 20 MT (20,000 Kg)

b). Type : Semi Low Bed Semi Trailer (without loading ramp)

c). Axles : Tandem Axle complete with brake arrangement.

d). Kingpin : 2 inch (50.8 mm) Kingpin as per IS 6763 / SAE J133. Make - Jost, York, Hyva or PLHT.

## e). DIMENSIONS -

i. Overall length : 10.0 to 11.0 Meters (approx.)

ii. Low Bed Length (Loading Platform) : 8.0 to 8.5 Meters.

iii. Width : 2.5 to 2.6 Meters

iv. Height (Low Bed Part) : As minimum as possible; should be within 1.25 Meters

## f). Construction -

All welded steel construction unit with minimum 5 mm thick MS chequered plate platform. Cross members at approx. 1.0 meter interval. Rubbing / friction plate of 5th wheel coupling made of 10 to 15 mm thick fully welded MS plate adequately reinforced. Minimum 5 Nos. stanchion holes at approx. 1.5 meter interval on each side of the platform (at extreme ends to avail full platform width) for putting approx. 2.5 inch OD removable type stanchions (stanchions will be provided by the supplier). Holes should be made sufficiently strong to hold the stanchion rigidly for loading the trailer with rated load. Suitable Lashing rings at approx. 1.5 meter interval for binding chains / chain hooks. **SUITABLE SIDE RAIL GUARD (BELOW THE PLATFORM) ON BOTH SIDES OF THE TRAILER.**

## g). Landing Gear -

One pair minimum 10 MT capacity (Lifting Capacity) Landing Gear of reputed make. Approx. 30 cm x 30 cm size Base Plates. Ground clearance of approx. 50 cm at retraction. Make - Jost, York, Hyva, PLHT or equivalent reputed make.

h). Suspension : Heavy duty leaf spring or equivalent suspension.

i). Brake : S-cam brake operating from driver's cabin through palm coupling between driver's cabin & trailer.

j). Wheels & Tyres : 8 + 1 spare wheel of minimum size 10.00 x 20. Mounting arrangement for the spare wheel shall be provided.

k). Toolbox : Rugged steel construction tool box of adequate size under the trailer platform for Contractor

Company

storing chains, craw bars, stanchions, etc.

l). Electrical : Suitable parking light, brake light, back light, traffic indicator light, reversing alarm, etc. operating from driver's cabin through suitable connector between driver's cabin and trailer, sufficient side marker reflectors, etc.

m). All other fittings & accessories as per Motor Vehicle Act.

n). Successful bidder shall submit to the Company a detailed constructional drawing with materials description of the trailers from the trailer manufacturer (amongst the parties specified in this tender document where he/she is going to fabricate the trailers) not later than 2(two) months from the date of issuance of letter of intent or before starting fabrication works, whichever is earlier.

1.3 Make & Model of the tractor unit offered shall be clearly indicated in the bid.

1.4 Manufacturer's original printed technical leaflet/brochure of the tractor unit offered containing all above technical details amongst others shall be submitted along with the bid.

## 2.0 Tools & Accessories -

Following tools & accessories shall be provided with each tractor trailer unit -

- a). Standard tool kit, wheel wrench/s (for both tractor and trailer), 1 No. minimum 30 MT capacity hydraulic jack with handle, etc.
- b). 3 Nos. minimum 20 ft long binding chains of adequate size & capacity with hooks at each end for binding 30 MT materials on trailer platform for transportation.
- c). 3 Nos. load binders of adequate capacity.
- d). All necessary slings, chains, tools, tackles, stanchions, craw bars, etc. required for safe loading / unloading, transportation of materials of different sizes & shapes by the tractor-trailer unit.
- d) "ON OIL INDIA DUTY" shall be painted prominently on the body of vehicle.

## 3.0 THE FOLLOWING DOCUMENTS/INFORMATION SHALL BE SUBMITTED AT THE TIME OF PLACEMENT -

- a). Constructional drawing with material descriptions of the trailer placed from the trailer manufacturer.
- b). Documentary evidence of procurement of axles, 5th wheel coupling, kingpin and landing gears from the party/parties as stipulated in the tender/bid documents.
- c). Copy of Certificate of Fabrication of the trailer from the fabricator to the supplier in the form of Sale Letter. Same shall be considered as Sale Certificate (Form 21) for the trailer unit.
- d). Copy of Sale Certificate (Form 21) from the tractor manufacturer.
- e). All other statutory certificates viz. Pollution, Fitness, Permits, Driver's license, Comprehensive Insurance, etc. as per MV Act.

## 4.0 INSPECTION :

- a) The tractor trailer units will be duly inspected/tested by Company before accepting any unit for its operation. Such inspection/tests shall be carried entirely at Contractor's risk. Any tractor trailer unit found deficient or defective in any manner will not be accepted until such deficiency is completely rectified to the satisfaction of the Engineer.
- b) At the time of above inspection during placement, all documents/information detailed at para 3 above shall be submitted AMONGST OTHER RELEVANT DOCUMENTS.
- c) IN ADDITION TO INSPECTION AT THE TIME OF PLACEMENT, EACH TRACTOR TRAILER UNIT WILL BE INSPECTED EVERY THREE MONTHS THEREAFTER OR AS AND WHEN CONSIDERED NECESSARY BY THE COMPANY ENGINEER DURING THE TENURE OF THE CONTRACT. ANY DEFICIENCY / DEFECT FOUND DURING SUCH INSPECTION MUST BE RECTIFIED BY THE CONTRACTOR TO THE FULL SATISFACTION OF THE ENGINEER.
- d) The trailer may be inspected at the fabricating works during fabrication in addition to inspection detailed above.

Contractor

Company

CC: OTHERS -

1. The service period will be counted from the date of placement of the FIRST tractor trailer unit into the service of the Company.
2. The crew for each tractor trailer unit shall comprise of 1(one) driver and 2(two) helpers/jugalies (Tractor trailer for 24 hrs with services of operating crew for 12 hours duty everyday throughout the month).
3. The duty timing for deployment of crew on 12(Twelve) hours basis will be decided by the Company and shall be binding on the Supplier(s). The same may be changed from time to time at the discretion of Company.
4. Contractor's representative/supervisor will report everyday to the Transport Office for receiving instructions for duties of tractor trailers allotted for the day to day operations.
5. 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.
6. The Company will make payment only for the journeys/trips authorized by the Company's Engineer.
- 7.1. In case, supplier fails to place the vehicle for duties in time on any particular day without prior permission from Company, then the delayed placement/duty timings will not normally be accepted. On such occasions vehicle will be treated as shutdown and the same will attract prorata deduction of fixed charge and also imposition of penalty at rates given above.
- 7.2. Similarly, if the tractor trailer unit is found to be deployed for any other duties during the period when released for parking at Supplier's yard and/or during the period when allowed for routine servicing/maintenance, then also vehicle will be treated as shutdown and the same will attract prorata deduction of fixed charge and also imposition of penalty at rates given above.
8. The tractor-trailer units supplied under this agreement will normally be used for transportation of tubulars and all other Company materials, from one place to another within OIL's areas of activities in Assam & Arunachal Pradesh. The 2(two) helpers, to be provided regularly, will be required for loading of loads. In addition, whenever asked by the Company, the Supplier will have to supply additional helper/jugalies for facilitating manual loading/unloading of heavy loads. Payment for such additional Jugalies, if requisitioned by the Company in writing will be reimbursed extra to the Supplier at prevalent rates prescribed by appropriate authorities for engaging such labourers. Similarly, in case the minimum Two Nos. Jugalies are not provided by the Supplier on any particular day, then the vehicle will either be not accepted or alternatively wages of jugalies not supplied will be recovered from Supplier's bill at prevalent Govt. rates for engaging such labourers.
9. For loading/unloading of heavy materials, where manual loading/unloading is not possible (as considered by Company), assistance of Crane for loading/unloading will be provided by Company, but all other facilities and manpower for loading/ unloading/racking at the loading/unloading end will have to be supplied by the Supplier.
10. The Supplier will be held responsible for any damage/loss that may be caused to the Company's materials during loading/ unloading/ transportation and will have to make good the losses that might be incurred by the Company.
11. It will be solely the Supplier's responsibility to fulfill all the legal formalities for these Tractor Trailer Units to ply in Dibrugarh, Tinsukia and any other districts of Assam & Arunachal Pradesh. It will also be the Suppliers responsibility to procure and renew the necessary permits etc. required for his/her men and vehicles to enter and work in Arunachal Pradesh.
12. The Supplier will have to engage skilled supervisory staff for necessary liaison with Company's Engineer. The name of such persons should be notified in writing to the company. It will be entirely the responsibility of the Supplier/his Supervisor/representative to ensure strict adherence to all

Contractor

Company

safety measures during loading/unloading and transportation and safety of workers engaged by him.

13. Journey authorised by the user department shall be taken as 'Authorised' Journey and will only be considered for payment.

14. The vehicles under this Contract will be based normally at Duliajan, but will be required to make frequent trips to different OIL's areas of activities in Assam and Arunachal Pradesh. From time to time, the vehicle may be required to halt overnight at any station other than the base station, but no additional halting charges will be payable. In such an event, the Supplier shall have to bear the expenditures/arrangements as necessary. Similarly, to meet the job requirement, vehicles may be stationed from time to time at Manabhum/Kumchai in Arunachal Pradesh, areas of OIL activities. In that event, no extra charges will be paid to the Supplier and the Supplier will have to arrange his/her own accommodation etc. for his / her employees / crews.

15. The vehicle/s may be allowed to be parked in premises of Company subject to availability of space at the end of duty everyday, but the same will be absolutely at the risk of the Supplier.

16. The supplier will ensure that all the crew members of each vehicle supplied under this agreement regularly use personal protective equipment (PPE) as per requirement of the Oil Mines Act, 1952 and Oil Mines Regulations, 1984. If any of the crew members is found without PPE, the respective vehicle will not be used by the company and such period of non-use will be treated as shutdown. In case the supplier has any problem in supply of Safety Boots, Safety Helmet etc. to his crew members, he/she may request the company to supply the same on chargeable basis.

17. The crew members engaged by the supplier will be required to undergo Mines Vocational Training to be imparted by the company.

18. The supplier will ensure that his crew members follow the instruction of the company's Engineer / Junior Engineer present at site and do not violate any safety norms. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Junior Engineer for safe operation.

19. If the company arranges any safety class / training for the crew members, the supplier will not have any objection to any such training.

20. Tractor-trailer units shall have provision of audio-visual alarm for reversing. Reflecting Tapes for easy identification from a distance to be provided at the rear side & front side on the body of the vehicle.

21. Only adult persons are to be employed by the supplier. In no case, minor or adolescent workers will be allowed for working in oil field operations.

22. The lifting tackles such as ropes, slings, chains, shackles etc. should be as per BIS. The company's Engineer / Junior Engineer present at site will have the power to reject any of these lifting equipment, if found unsuitable for use.

23. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the supplier and to be countersigned by competent official from the company.

24. Besides above, all other activities are to be in compliance with the provisions of Oil Mines Regulations 1984, Mines Act 1952.

DD: BID SUBMISSION -

THE FOLLOWING INFORMATION / DOCUMENTS ARE TO BE SUBMITTED ALONG WITH THE BID -

1.0 Make & Model of the tractor units offered. In case of supply of equivalent model as specified in Contractor Company

this tender document, Make & Model of the tractor offered shall clearly be indicated in the bid.

1.1 Manufacturer's original printed technical leaflet/brochure of the tractor unit containing all above technical details amongst others.

1.2 Bidder(s) are also required to submit the details (as applicable) duly filled up in Annexure-A provided along with tender document.

1.3 BIDDER MUST GIVE AN UNDERTAKING AS PER PRESCRIBED FORMAT (ANNEXURE-C) DECLARING THAT IF AWARDED WITH THE CONTRACT BY OIL, HE/SHE WOULD SUPPLY THE TRACTOR TRAILER UNITS STRICTLY AS PER TENDERED SPECIFICATIONS (DETAILED IN PART-III OF THIS TENDER DOCUMENT) AND ALL OTHER TERMS & CONDITIONS AND THAT HE/SHE WOULD SUBMIT TO THE COMPANY A DETAILED CONSTRUCTIONAL DRAWING WITH MATERIALS DESCRIPTION OF THE TRAILERS FROM THE TRAILER MANUFACTURER (AMONGST THE PARTIES SPECIFIED IN THIS TENDER DOCUMENT WHERE HE/SHE IS GOING TO FABRICATE THE TRAILERS) BEFORE STARTING FABRICATION WORKS OR NOT LATER THAN 2(TWO) MONTHS FROM THE DATE OF ISSUANCE OF LOI, WHICHEVER IS EARLIER.

NOTE: GCC (GENERAL CONDITIONS OF CONTRACT) IS PART-I  
SOQ IS PART-II  
SCC IS PART-III

**ANNEXURE-A**  
**TENDER NO. DCT3639P10**  
**Details of bidder (wherever applicable)**  
**(Ref. clause: DD- 1.2, Part-III of bid document)**

a) Name of the bidder / firm: \_\_\_\_\_

\_\_\_\_\_

b) Registered postal address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c) Telephone No. \_\_\_\_\_

d) Mobile No. \_\_\_\_\_

e) E-mail i/d \_\_\_\_\_

f) Fax No. \_\_\_\_\_

g) Contact person \_\_\_\_\_

h) Contact person's contact no. \_\_\_\_\_

i) PAN No. \_\_\_\_\_

j) Bank details: Name : \_\_\_\_\_

Address: \_\_\_\_\_

A/c type & no. : \_\_\_\_\_

k) VAT Regn. No. \_\_\_\_\_

l) Service Tax Regn. No. \_\_\_\_\_

m) PF code no. \_\_\_\_\_ (Or a declaration by the applicant that provisions of Provident Fund act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder)

n) Vendor code with OIL: \_\_\_\_\_  
(If available)

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

Name in Block letters: \_\_\_\_\_

For M/S. \_\_\_\_\_

Contractor

Company

**TENDER NO: DCT3639P10**

**ANNEXURE-C**  
Undertaking (BRC clause no. 18.1.3)

Ref. No. \_\_\_\_\_

Date : \_\_\_\_\_

To  
The HEAD-CONTRACTS  
Oil India Limited  
Duliajan

Sub. : Declaration.  
Tender No. DCT3639P10

Dear Sir,

With reference to above noted tender, I / we hereby confirm that if the contract under the above tender is awarded to me / us, I / we will provide 02(two) numbers tractor-trailor units strictly as per all the desired specifications as detailed in the tender document.

I / we also confirm that the trailers would be fabricated through any one of the prescribed parties as stipulated in the tender document.

I / we further confirm that I /we shall submit a detailed construction drawing with material description of the trailers from the trailer manufacturer where I / we are going to fabricate the trailers before starting the fabrication works or not later than 02(two) months from the date of issuance of LOI, whichever is earlier.

Make and model of tractor units offered by me / us is \_\_\_\_\_

\_\_\_\_\_. The original printed leaflet of the said tractor model is enclosed herewith.

Yours faithfully,

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

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

For M/S: \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contractor

Company

To  
 HEAD- CONTRACTS  
 OIL INDIA LIMITED  
 DULIAJAN

SUB:SAFETY MEASURES  
 Tender No : DCT3639P10

Description of work/service :

HIRING SERVICES OF 02(TWO) NOS. BRAND NEW TRACTOR TRAILER UNITS BUILT ON 35MT GCW CAPACITY TATA LPS 3516 TC OR ASHOK LEYLAND 3516 H/AL OR ANY OTHER EQUIVALENT TATA OR ASHOK LEYLAND TRACTOR MODEL MEETING SPECIFICATION AS IN THE TENDER COUPLED WITH 20MT (20,000 KG) PAYLOAD CAPACITY DOUBLE AXLE SEMI LOW BED SEMI TRAILER WITH ALL STANDARD FITTINGS & ACCESSORIES, TO BE STATIONED AT ANY PLACE OF OIL'S ACTIVITIES IN ASSAM & ARUNACHAL PRADESH FOR A PERIOD OF 4(FOUR) YEARS.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

M/s \_\_\_\_\_

Dated \_\_\_\_\_

CONTRACTOR  
FOR & ON BEHALF OF