



**ऑयल इंडिया लिमिटेड**  
( भारत सरकार का उद्योग ) पंजीकृत कार्यालय: दुलैज, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Duliajan, Assam

**Rajasthan Project**  
12 Old Residency Road, Jodhpur  
Rajasthan, India.  
Phone/Fax -0291-2438174  
Email: [mat\\_rp@oilindia.in](mailto:mat_rp@oilindia.in)

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

Srl. No. \_\_\_\_\_

Signature of Tender Issuing Officer:

### **FORWARDING LETTER**

#### **Tender No. JCT 7202 P10**

Bid Closing Date & Time: 06/04/2010 at 15.00 Hrs.

Bid Opening Date & Time: 06/04/2010 at 15.15 Hrs.

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**Description of Services:** Hiring of 7.5 MT (minimum) capacity TATA/ ASHOK Leyland Diesel Truck (registered not earlier than 01.01.2006) only with drivers **ON AS AND WHEN REQUIRED BASIS** for a period of 2 (two) years for various OIL's operation in Jodhpur / Jaisalmer /Sriganganagar / Bikaner districts of Rajasthan with a provision for extension upto another 1 (one) year at the same rates, terms and conditions.

1.0 Oil India Limited (OIL), A Govt. of India Enterprise, invites sealed Bids under **SINGLE STAGE COMPOSITE BID SYSTEM**, from bonafide and experienced Transport Contractor for the services detailed in schedule of rates given in Part-II (Schedule of Service/Rates), as per terms and conditions detailed in the draft agreement enclosed vide Part-I (General Terms and Conditions), Part –III (Special Terms and Conditions).

#### **2.0 SUBMISSION OF OFFER:**

2.1 The bid should be prepared under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidders are to submit the offers by duly filling in the rates in Part-II and submitting the 3(three) parts viz. part – I, II & III enclosed herewith by duly signing each page with official stamp as token of acceptance of the terms and conditions in the event of award of the contract to them. The rates quoted in Part-II by the bidder along with Part-I & Part-III should be sealed in an envelope and submitted before the Bid Closing date & time. The rates should be written both in figures & in words and will have to be signed by the bidder on each page of the Bid document. In case of any discrepancy, the rates in words will be considered as final.

2.2 **Minimum Qualifying Criteria:** Bidder should furnish documentary evidence of experience having successfully completed similar services during the last 7 years ending last day of month previous to the one in which bids are invited which should be either of the following-

- i) Three similar completed services each costing not less than Rs. 9,00,000/-  
or
- ii) Two similar completed services each costing not less than Rs. 11,50,000/-.

or

- iii) One similar completed service costing not less than Rs. 18,50,000/-.

**Note:** Similar nature of services means providing services of transport equipment like truck, trailer, crane etc.

2.2.1 Apart from Work Experience as mentioned above, the bidders are required to furnish the following along with the bid:

- a) Documentary evidence of Average Annual financial turnover as per audited annual reports for the last three accounting years should be at least Rs. 7,00,000/-.
- b) Documentary evidence of service tax registration with appropriate govt. authority.
- c) Documentary evidence of having PAN & PF code number (if applicable) issued by appropriate Govt. authority.

**NOTE: Bidders who executed similar services with OIL are not required to submit documentary evidence in support of para 2.2, 2.2.1a, 2.2.1b & 2.2.1c above. However, they must submit copies of LOA / Contract of OIL for similar services carried out / completed by them in last 7 (seven) years.**

2.3 Offers should be sent in sealed covers addressed to **Executive Director (Rajasthan Project), Attn: Chief Manager (M&C), Oil India Limited, 12, Old Residency Road, Jodhpur- 342 011, Rajasthan.** The following details must be clearly marked on the left hand side top corner of the cover containing the offers.

- i) OIL's Tender No. : JCT 7202 P10
- ii) Bid Closing Date : 06/04/2010
- iii) Brief Description : HIRING OF TRUCK
- iv) Bidder's name :

2.4 Bidders, in their own interest are advised to drop their offers personally in the TENDER BOX kept in Materials Department of **OIL INDIA LTD, 12, Old Residency Road, Jodhpur.** Alternatively, they may send the same through registered post also. But Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the Bids due to any reason.

2.5 Bids received after the Bid Closing date and time will be summarily rejected. No correspondence will be entertained regarding extension of Bid Closing date or delay in receipt of Bid by Oil India Limited. Further more, Oil India Limited will not entertain any interim correspondence from the bidders after the Bid Closing date regarding the status of their offer.

2.6 The 'Bid' will be opened on the above mentioned Bid Closing date and time in presence of duly authorized representatives of the Bidders in the office of Oil India Limited at Jodhpur.

2.7 Before bidding, the Bidders are advised to consult the Chief Manager (M&C) or his representatives in their own interest to assess the nature and extent of the services and the conditions under which it will be carried out.

2.8 No Bidder shall withdraw the Bid after its public opening. In case of withdrawal of bid by any bidder after the bid closing time and date, their Earnest Money / Bid Security will be forfeited.

3.0 **PREPARATION OF OFFERS :**

- 3.1 Offers will be made by filling up the particulars given in Part-II (SCHEDULE OF SERVICES/RATES). The rates quoted shall be per unit as specified in the TABLE IN Part-II and shall be in words as well as in figures.
- 3.2 No overwriting shall be allowed. All corrections must be initialed properly.
- 3.3 The quoted rates shall be inclusive of all running /operating costs, overhead expenditure, pay of driver etc.
- 3.4 The quoted rates must be inclusive of all Govt. Taxes, royalties, fees, levies etc. as applicable and no further charges will be payable to the Contractor during the currency of the Service Agreement.
- 3.5 All the pages of the Bid documents shall be signed with seal by the Bidder on each page.

4.0 **EARNEST MONEY/BID SECURITY:**

- 4.1 Earnest Money/Bid Security of Rs. 11,500.00 (Rupees Eleven Thousand Five Hundred) only in the form of a crossed Demand Draft from a Nationalized Bank in India drawn in favour of OIL INDIA LIMITED, payable at Jodhpur must be submitted alongwith the Bid. Cheque/FDR/Cash Deposit in lieu of DD towards Earnest Money will not be accepted. Any Bid received without Earnest Money as called for above will be summarily rejected. The Earnest Money will not accrue any interest.
- 4.2 The Earnest Money will be returned to the unsuccessful bidders in due course after finalization of the Tender. However, the EMD will be forfeited, should any bidder withdraws its bid within the period of bid validity or fails to undertake the assigned jobs, if awarded or fails to furnish the Performance Bank Guarantee as per terms of agreement. Earnest money of the successful bidder will be returned upon their furnishing the Performance security.

5.0 **PERFORMANCE SECURITY:**

- 5.1 Before signing the formal agreement, the successful Bidder will have to furnish Performance security equivalent to 2.5% of the total evaluated value of the agreement in the form of BD/BG/FDR from any scheduled Bank in India in favour of OIL INDIA LIMITED. The Performance Bank Guarantee will be treated as security money and will be returned to the service Provider after one (1) month of satisfactory completion of the contract. Therefore, the validity of the Performance Bank Guarantee needs to be maintained accordingly. However, in the event of Service Provider's failure to comply all their obligations under the Contract, the PBG may be forfeited in full or may be adjusted in parts as the case may be in consistence with contractual terms. The Performance Bank Guaranty will not accrue any interest.

6.0 **RESPONSIVENESS AND CORRECTION OF ERRORS :**

- 6.1 For ascertaining responsiveness of a bid, the Company will examine the bids to determine whether -
- a) these are complete in all respects.
  - b) any computational errors have been made.
  - c) required sureties have been furnished.
  - d) the documents have been properly signed and sealed.

- 6.2 The rate shall be quoted per unit as specified in the schedule of rates (Part-II) and shall be in words as well as in figures. Bidders are advised not to overwrite the rates quoted by them. Any correction must be duly initialed by the Bidder. In case of discrepancy, the rates quoted in words shall be considered. Incomplete Bids are liable to be rejected.
- 7.0 **PAYMENT** :
- 7.1 Payment will be made on monthly basis within 30 days from the date of receipt of undisputed bills.
- 8.0 **VALIDITY OF OFFERS** :
- 8.1 Offers should be valid for acceptance for a minimum period of 180 days from the Bid Closing date. Offers without this minimum validity period will be summarily rejected.
- 9.0 **SERVICE AGREEMENT** :
- 9.1 The selected Bidder will be required to enter into a formal Service Agreement (which will be based on this Bid) on the OIL's standard form of Agreement, as given in Part-I, II & III and as enclosed.
- 10.0 **OTHER CONDITIONS** :
- 10.1 Employees of Oil India Limited are prohibited from quoting against this Tender and also from getting others to quote on their behalf against this Tender.
- 10.2 Any dispute arising out of this Tender will be subject to the jurisdiction of the court of Jodhpur.
- 10.3 OIL reserves the right to accept or reject any offer without assigning any reason whatsoever. Oil India Limited's decision in this regard shall be the final.
- 11.0 **PLACEMENT OF VEHICLE(S)** :
- 11.1 The vehicle must be placed within **24 Hours of issue of placement advice**, against the agreement. Default in placement will attract liquidated damage / penalty as per Clause 7.0 of Part –I of the tender. **The vehicle will be placed at Hamira Stores Complex** (Jaisalmer dist) and will operate in Jaisalmer, Bikaner, Ganganagar, Ajmer and Jodhpur districts of Rajasthan.
- 11.2 Any request of the Contractor for extension of date of placement of vehicles beyond the stipulated date shall not be agreed.
- 12.0 **EVALUATION OF CRITERIA** :
- 12.1 The total evaluated contract value, calculated on the basis of the quantum of services given in Part-II (Schedule of Services / Rates), of all the technically acceptable bids fulfilling the requirements of the tender will be compared. The bids not meeting the terms and conditions of the tender will be rejected and such bid-prices will not be compared. The lowest bidder, emerging after the price comparison, will be considered for award of the contract.

12.2 If there is any discrepancy in the Price Schedule between the unit price and the total price (as quoted by the bidders) that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price should be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail.

13.0 **BID REJECTION CRITERIA :**

- i) The bidder must submit the offer as per Tender Document issued to them. Bids received in other forms will be liable for rejection.
- ii) Conditional offers will be rejected outright.
- iii) Late offers will not be opened and rejected outright.
- iv) Unsolicited offer will not be considered for evaluation.
- v) Incomplete Bids will not be considered and will be rejected.
- vi) The Tender documents are not transferable. Offers made by Bidders who have not been issued Tender Document by the Company will be rejected.
- vii) The bids that do not meet the Minimum Qualifying Criteria as given in para 2.2 and 2.2.1 will be rejected.

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

15.0 **The vehicle should be registered (not earlier than 01.01.2006) as Taxi preferably in the name of the firm or in the name of the owner of the firm for the entire period of the Agreement.**

16.0 **DURATION OF CONTRACT:**

The Agreement will be for a period of 2(two) years with a provision for extension by 1(one) more year or less at the same rates, terms and conditions at the option of the Company, if required for which the Contractor shall have no objections.

17.0 In the event of receipt of only a single offer against the tender within Bid Closing date (B.C. date), OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.

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

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

**AGREEMENT NO.**

**HIRING OF TATA / ASHOK LEYLAND 7.5 MT  
DIESEL TRUCK ON “AS & WHEN REQUIRED BASIS” WITH DRIVERS  
FOR A PERIOD OF 2 (TWO) YEAR WITH A PROVISION FOR EXTENSION BY  
1(ONE) MORE YEAR AT THE SAME RATES, TERMS & CONDITIONS.**

**PART – I**

**CONDITIONS OF SERVICE AGREEMENT**

Memorandum of SERVICE AGREEMENT made this .....day of ...2010  
Between OIL INDIA LIMITED, a Company incorporated under the Companies Act, 1956  
having its Registered Office at Duliajan in the district of Dibrugarh, Assam & Project Office at  
12, Old Residency road, Jodhpur Rajasthan (hereinafter called “The Company”) of the one part  
and SRI ..... carrying on business as under the firm name M/s  
JODHPUR (hereinafter called “The Contractor”) of the other part.

WITNESSETH:

WITNESSETH :

- 1.0 The Contractor hereby agrees to carry out the Transport Services in accordance with the Terms and Conditions set forth herein (Part-I), “Schedule of Service/Rates“ contained in Part-II and “Special Terms and Conditions” contained in Part -III hereof. All the three parts i.e. Part –I, II & III will be read and construed together.
- 2.0 The Contractor shall provide the service with Truck as detailed in Part – III hereof and everything necessary for the day-to-day running and maintaining the services in an efficient and adequate manner including all labour, supervision, spare parts, tools, accommodation for staff and Truck operators etc. The Contractor shall be responsible for payment of all statutory levies, taxes (Central and State Govt.) including Service Tax, fees, insurance, capital investment, operating expenses etc. and his rates are inclusive of all such and similar charges and outgoings. The Transport Contractor’s rates shall also be inclusive of all incidental and contingent operations which, although not specifically

mentioned in this Service Agreement are necessary for the performance of the service in a satisfactory manner and up to the desired standard.

- 3.0 The service to be provided under the Agreement shall be for the areas of Jodhpur, Ajmer, Jaipur, Jaisalmer, Bikaner and Sriganganagar districts AND ANY OTHER surrounding areas of Company's activities as determined by the Company. The Truck may have to ply in inter-state districts for which appropriate permits will have to be arranged by Transport Contractor.
- 4.0 The service shall be to the satisfaction of Company's Officer who shall have powers, amongst others, to –
- (a) Order the Contractor to remove immediately any cause of unsatisfactory performance of the service.
  - (b) Order the Contractor to replace, any person/driver/helper/ mechanic/ supervisor engaged for the running of the Truck or for general management of the service, if and when such person is found unsuitable for the purpose of rendering efficient service to the Company.
  - (c) Order the Contractor from time to time such further instructions as shall be necessary for the purpose of proper and adequate rendering of the service and for keeping such records as are deemed necessary to the Company. Non compliance of the instructions will make the Contractor liable for penalty as determined by the Company.

5.0 **PERFORMANCE SECURITY:**

5.1 Before signing the formal agreement, the successful Bidder will have to furnish Performance security equivalent to 2.5% of the total evaluated value of the agreement in the form of BD/BG/FDR from any scheduled Bank in India in favour of OIL INDIA LIMITED. The Performance Bank Guarantee will be treated as security money and will be returned to the service Provider after one (1) month of satisfactory completion of the contract. Therefore, the validity of the Performance Bank Guarantee needs to be maintained accordingly. However, in the event of Service Provider's failure to comply all their obligations under the Contract, the PBG may be forfeited in full or may be adjusted in parts as the case may be in consistence with contractual terms. The Performance Bank Guaranty will not accrue any interest.

6.0 The Contractor shall provide service by placing the Truck as per clause 8.0 of Part-II of this Agreement with effect from ..... Failure to place the Truck will attract liquidated damages as set out in Para 7.0 below.

7.0 **LIQUIDATED DAMAGES:**

The Contractor shall provide the services of Truck against placement advice within 24 hours, as and when required, on per day of 24 hours basis with Operators & Crew as per the requirement of the Company. In case of failure to place the Truck on the date specified in placement advice or failure to keep up the Truck in normal working condition on any day, the Contractor shall be liable to pay to the Company liquidated damage at the rate of 2(two) times fixed charge or part (on pro rata basis) thereof per Truck per day. The total shut down hours would be converted into number of days and for fraction of day, the liquidated damage would be charged proportionately. No Fixed Charge would be payable during the Shut Down period. Such damages may be recovered from the Transport Contractor's outstanding bills or may be reduced.

- 8.0 In the event of the Contractor failure to place the Truck or arrange identical replacement thereof in due time or to render proper services as per terms of this Agreement (including the extended period, if any), the Company reserves the right to terminate wholly or partially this Agreement with 7 (seven) days notice in writing and on the expiry of this notice period this Service Agreement shall stand terminated and the Contractor shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.
- 9.0 The Company shall make payment, subject to adjustment /deduction as necessary, for the service rendered in each calendar month before the expiry of the subsequent calendar month on the basis of accepted rates calculations as mentioned in Part –II of this Service Agreement provided bills (which are to be submitted by the Contractor once a month) are received not later than the 4th day of subsequent calendar month.
- 10.0 The Contractor hereby undertakes to fully indemnify the Company against any and all claims which may arise under the Motor Vehicle Act, Mines Act, Payment of Bonus Act, Workmen’s compensation Act, Payment of Wages Act and / or Statutes having bearing over the service and / or engagement of workmen directly or indirectly for performance of service hereunder agreed upon.
- 11.0 The duration of this Service Agreement shall be for a period of 2 (two) years commencing on .....and expiry on ..... at which later date this Agreement shall stand terminated without requirement of any Notice from either party to the other, excepting, however, that the Company reserves the right to extend this Agreement for further period not exceeding 1 (one) year at the same rates, terms and conditions herein embodies. The advice for such extension will be made 1 (one) month prior to the normal date of expiry and the Contractor will be bound to accept the extension as advised. Further extension beyond the extended period exceeding 1 (one) year will be on mutual consent only.
- 12.0 If the Agreement is extended as aforesaid, neither party shall have right to demand any change whatsoever in the rates, terms & conditions herein recited and the Agreement shall be deemed to have been extended in to as it was operative immediately before such extension.
- 13.0 In case of any doubt or dispute arising under this Agreement the decision of the Company’s Officer shall be final and binding on the Transport Contractor.
- 14.0 Any notice required to be given under this Service Agreement including all correspondence shall be addressed to the respective parties at their addresses given below. Any change in address shall be communicated by the respective parties in writing under registered cover at least fifteen days prior to the change of address. The address and telephone no. of the parties hereto unless changed by written notification shall be as follows:

<p><b>COMPANY:</b> Executive Director (RP) Rajasthan Project Oil India Limited, 12, Old Residency Road, Jodhpur.</p>	<p><b>TRANSPORT CONTRACTOR</b></p>
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- 15.0 **Force Majeure:** Notwithstanding anything herein to the contrary, the Contractor shall not be liable for forfeiture of its performance security, Payment of penalties or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligation under the Service Agreement is the result of any event of Force Majeure.
- 15.1 For purpose of this clause, “Force Majeure” means an event beyond the control of or and not involving Transport Contractor’s fault or negligence. Such events include, but are not restricted to act of Company either in its sovereign or on agreement capacity, wars or revolutions, fires, floods epidemics, quarantine restrictions and freight embargos.
- 15.2 If a Force Majeure situation arises, the Contractor shall promptly notify the Company in writing of such situation and the cause thereof, Unless otherwise directed by Company in writing, the Contractor shall continue to perform his obligations under the Agreement as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by Fore Majeure event/ situation.
- 15.3 In the event of Force Majeure conditions involving war hostilities, riots, civil commotions, earthquake, strikes/lockouts, whether legal / illegal suspension of Company activities for certain period etc. prevailing and continuing for more than 15 days, the Company shall be entitled to terminate the Agreement by giving 15 days Notice thereof in writing after the first days of Force Majeure.
- 15.4 Upon the occurrence of such cause and upon its termination of Force Majeure, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 48(forty eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his/her/their claim. The Force Majeure (Exemption) clause of International Chamber of Commerce (ICC Publication No. 421) will be applicable under this contract.
- 16.0 **Arbitration:** The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the Agreement.
- 16.1 In the event of any disagreement or dispute arising in connection with execution of the Agreement which can not be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended up to date by any statutory modification or re-enactment thereof for the time being in force. Arbitration proceeding will be held in Jodhpur.
- 17.0 **Amendments:** Amendments to any terms and conditions of this agreement, if any, can be carried out only through an Amendment to agreement duly signed by authorized representative of the Company and the Contractor as are being done in this agreement.
- 18.0 **TERMINATION:**
- 18.1 In the event of the Contractor's failure to place the truck in due time or render proper services as per terms of this contract, the Company reserves the right to terminate the contract in full or partly. This service contract shall stand terminated and contractor shall

not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.

- 18.2 The Company may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor to terminate this contract in whole or in part, if the Contractor fails to perform any of his/her/their obligations under this agreement or if the Contractor does not cure/remedy his/her/their failure/defects immediately upon receipt of notice from the Company or during any such time as the Company may advise in writing. Company will not pay any damage or compensation on account of such termination except for payment then due to the Contractor towards successful operations till the date of termination.
- 18.3 In the event of terminating the contract in whole or in part pursuant to clause No. 18.2, the Company may hire, upon such terms and in such manner as may deem appropriate similar services and in such cases the contractor shall be liable for any excess costs incurred by the company in this regard. However, the contractor shall continue performance of the Contract to the extent not terminated.
- 18.4 The Company may at any time terminate the contract giving a written notice to the Contractor without compensating him, if the contractor becomes bankrupt or otherwise insolvent, provided such termination will not prejudice or affect any right of action or remedy which occurred or will occur thereafter to the Company.
- 18.5 The Company may issue written notice to the Contractor to terminate the agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for company's convenience, the extent to which performance of service under this agreement is terminated and the date from which such termination becomes effective, will be at least 07(seven) days after the date of the notice of termination. If the Company exercise this right, it shall pay the Contractor in accordance with the provisions of this agreement for the services satisfactorily rendered up to the date of termination. The contractor will not be entitled to any damages or compensation on account of such termination.
- 19.0 General Health, Safety and Environment aspects will be as per the terms set forth in Appendix –A

20.0 **SET OFF CLAUSE:-**Any sum of money due and payable to the contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited ( Or such other person or persons contracting through Oil India Limited).

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

**Signed in the name and on behalf of:**

M/s.  
**(CONTRATOR)**

**Signed in the name and on behalf of:**

**OIL INDIA LIMITED**  
**(COMPANY)**

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

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

**Name :** \_\_\_\_\_  
**(Legal Power of Attorney)**

**Name :**  
**Designation:**

**In presence of:**

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

**In presence of:**

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

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

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

## PART-II

### SCHEDULE SERVICES / RATES

Hiring of 7.5 MT (minimum) capacity TATA/ ASHOK Leyland Diesel Truck (registered not earlier than 01.01.2006) only with drivers **ON AS AND WHEN REQUIRED BASIS** for a period of 2(two) years with a provision for extension by 1(one) more year at the same rates, terms and conditions.

Srl No.	Description of Services	Unit	Quantity	Unit rate Rs.	Total value Rs.
1.	Fixed charge per vehicle (Twenty four hours per day duty)	Day	720		
2.	Running charge per vehicle	KM	162000		
<b>Total evaluated value of contract for 2 years</b>					

#### NOTE:

- 1.0 The above quoted rates are inclusive of all statutory taxes applicable in the State of Rajasthan and the Contractor will be responsible for payment of all taxes to the State/Central Govt. Authority. The Contractor will produce documentary evidence of the same to the Company when asked for. No further charges will be payable to the Contractor during the currency of the Service Agreement. **The above rates are inclusive of all types of State and Central Govt. taxes including Service tax.** The prices are also inclusive of all capital investment, running / operational costs, overhead expenditure pay of driver and helpers.
- 2.0 The quantum of services shown above are tentative and for the purpose of bid evaluation only. Services will be hired against the contract depending upon actual operational requirement of the company. Payment shall be made only against actual services provided during the contractual period which may be more or less than the tentative quantum of services shown above.
- 3.0 The above schedule of Rates shall be applicable to the Company's authorized transportation of materials/journeys only. No payment will be made for refueling, garaging, maintenance etc.
- 4.0 The Contractor will have to provide food and lodging for their drivers and helpers during the entire agreement period.
- 5.0 The truck shall be utilized for carrying various equipments and items related to exploration of hydrocarbon, drilling, production and other oil/gas field operations. The Contractor will be responsible for any damage of the materials during transportation/carriage.
- 6.0 The Truck shall be placed at Hamira Stores Complex. **Mobilation and Release of truck will be from Hamira only.**

- 7.0 The loading platform should be able to accommodate 1 (ONE) No. Hydraulic winch having dimension of 3.80 M length x 2.50 M Breadth x 2.52 M height with proper Anchoring arrangements.
- 8.0 Only 24 (Twenty four) Hours Notice shall be given for placement of vehicle at Hamira.
- 9.0 Payment will be made as per utilization of the service and as per certification of Operating Department.
- 10.0 The number of vehicle requirement may vary from 1(ONE) No. to as many vehicles as per OIL's requirement.
- 11.0 The Contractor will have to produce all documents related to the Truck to the Company's representative for inspection.
- 12.0 The kilometer record must be maintained at a high standard of accuracy including the time of Placement/Release of the vehicle.
- 13.0 The Running Charge on per KM basis as mentioned above is corresponding to the HSD rate prevailing as on the Bid Closing Date. All minor increase/decrease of rate of fuel price within 5% shall be absorbed by the Contractor. In case of any change in rates of HSD beyond 5%, compensation for increase/decrease in running cost will be paid to the Contractor or recovered as the case may be. For calculation of such compensation, mileage (HSD consumption rate) for the vehicle will be considered as 3KM /Litre.

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## **PART-III**

### **SPECIAL TERMS AND CONDITION**

- 1.0 The speedometer and kilometer record must be maintained accurately. Any defects noticed by Company's officer shall have to be rectified forthwith by the Contractor at his cost. Until such rectification, the reading of the instrument will be subject to such correction factors as determined by the Company Officers. For purpose of monthly payments corrected reading of the various records, if such corrections is deemed necessary will be binding on the Contractor.
- 2.0 In the event any vehicles becoming out of order, or otherwise not available, a relief equivalent vehicle shall be placed in service immediately as substitute. Failure on the part of the Contractor will be liable to pay to the Company the liquidated damages as per Clause 7 of Part I of the Service Agreement. Also, the Company has the right to make alternative arrangement and cost over run, if any, will be recovered from the Transport Contractor.
- 3.0 Each driver of the vehicle must be in possession of valid professional driving licence authorizing him to drive this type of vehicle in the manner required under this service Agreement. Name of the driver with full particulars of driving licences shall be furnished to the Company at the commencement of this agreement and also on every occasion when a driver is required to be replaced for any reason.
- 4.0 Each drivers, when operating the vehicles, must be in a fit physical and mental condition and shall not be under the influences of intoxication of any type. Any violation of this clause leading to shut down of the vehicle will make the Contractor liable to pay to the Company the damage as per clause 7 of part I of the Service Agreement.
- 5.0 All persons employed by the Contractor under this Service Agreement must observe -
  - a) All the rules promulgated by Rajasthan State Administration from time to Time for working Rajasthan.
  - b) The security rules of the Company while working inside the declared prohibited areas. Any person found to be objectionable from security considerations must be replaced by the Contractor.
- 6.0 The vehicle shall carry such special Name Plates or Markings (for purpose of identification) "ON OIL INDIA LIMITED DUTY" and towing Hook at the rear, as directed by the Officer, at no extra cost to the Company.
- 7.0 All standard safety devices/appliances fitted to the vehicles should be in working condition.
- 8.0 The Contractor will be required to make his own arrangement at his own cost for fueling/servicing/repairing of the vehicle, boarding and lodging of his staff.

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**PART – IV**

**SPECIAL CONDITION**

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

I hereby certify that :

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

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

I declare that I have no other relative/relatives apart from the above who is/are working in OIL INDIA LIMITED.

- Relatives would include spouse, sons / daughters, brothers / sisters, first uncles / cousins and their spouses / in-laws.
- Please strike out whichever is not applicable.

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**GENERAL HSE POINTS**

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub Contractors.
2. Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the Contractor and how it is to be managed.
4. The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.
5. Keep an up to date SOP and provide a copy to changes to a person designated by the Mine Owner/Agent/Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The Contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by Company's Installation Manager / Safety Officer / Engineer / Official / Supervisor / Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
13. The Contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
14. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctuality.
15. If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker, etc.) the Contractor will not have any objection to any such training.
16. The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meeting and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.
19. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.

20. A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required Company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a persons or place arising because of a non-compliance of HSE measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
24. The Contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

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