



NOTICE INVITING BID FOR HIRING OF VEHICLES
AT
INDIAN STRATEGIC PETROLEUM RESERVES LIMITED
(A Wholly owned subsidiary of OIDB)
Strategic Crude Oil Storage Facilities
Visakhapatnam

(TENDER NO.ISPRL/VSP/HIRING VEHICLES/T6/16 dated 22.11.2016)

PROVIDING SERVICES OF (HIRING) VEHICLES

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS:

- 1.1 **ISPRL** means Indian Strategic Petroleum Reserves Limited having its registered office at 424, World Trade Centre, Babar road, New Delhi- 11000.
- 1.2 **CONTRACT** means purchase order and the documents forming the tender and acceptance thereof together with the documents referred to therein including these conditions, the specifications, bills of quantities, designs, drawings and instructions issued from time to time by **ISPRL** or any person authorized by the competent authority. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.4 **CONTRACTOR** shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual the persons composing such firms or company, or the successors of such firms or company and the permitted assigns of such individual or firm or firms or company.

2.0 SECURITY DEPOSIT

On award of contract / job, successful bidder shall submit a security deposit of one percent (10%) of the total contract value of the job in the form of account payee crossed demand draft from any Nationalized / Scheduled Bank (other than Cooperative Banks) drawn in favour of **M/s. ISPRL** payable at **Visakhapatnam**, within 7 days from the date of receipt of intimation with regard to acceptance of your bid, failing which **ISPRL** has the right to cancel the purchase order/ Contract.

3.0 SUB-CONTRACT / SUB-LETTING

Contractor shall not sublet, subcontract or assign the Contract awarded.

4.0 BILLING & PAYMENT

- 4.1 Bill in DUPLICATE shall be submitted on monthly basis for all the Vehicle(s) along with the copies of Logbook, ESI & PF Challans to the Reporting Officer.
- 4.2 100% Payment through NEFT /DD/ Cheque payable at Visakhapatnam will be made against bills duly certified by Reporting Officer within 30 days from the date of receipt of the certified bill.

5.0 STATUTORY



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- 5.1 The contractor shall comply with the provisions of the following acts, any amendments / modifications thereof or any other law relating thereto and rules made there under from time to time and make all the payments specified therein.

Payment of Wages Act, 1936
Workmen's Compensation Act, 1923
Industrial Dispute Act, 1947
Minimum Wages Act, 1948
Employees State Insurance Act, 1948
Employees Provident Fund Act
Contract Labour R & A Act.
Motor Vehicle Act

The contractor will be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify the corporation from any such lapses for which the Government may be required to take action against him.

- 5.2 The contractor will be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates or wages and observe hours of work/ conditions of employment according to the rules in force from time to time.
- 5.3 Driver(s) shall have ESI and PF coverage and is covered by all the applicable statutory requirements. Driver(s) shall be given adequate relief as per applicable rules.
- 5.4 The contractor will be fully responsible for complying with the provisions of Workmen's Compensation Act and shall ensure safe working conditions for his workers.
- 5.5 Contractor shall be liable to pay his contributions and the employees contributions to the State Insurance Scheme in respect of all labour employed by him for the executions of the contract in accordance with the provisions of the Employees State Insurance Act of 1948 as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and contributions payable, the **ISPRL** shall recover from running bills of contractor an amount of the contribution assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 5.6 **ISPRL** shall have the power to deduct any sum required / estimated to be required from the sum due to the contractor for the following:
- Making good the loss suffered by the workers due to non-fulfillment of Contract Labour R&A Act.
 - Non-payment of Wages.
 - Deductions from the wages of the labour which cannot be justified by the terms of contract Labour R&A Act.



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- d) Non observance of any of the provisions of the Contract Labour R&A Act. Such deductions will only be made based on a report from the local Labour Commissioner/ Inspecting Officer in accordance with Contract Labour R&A Act.
- e) Supply of Safety Helmet / Safety Shoes to the Drivers.

6.0 LABOUR

6.1 The contractor shall at his own cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of ISPRL even though they may be working under ISPRL supervision or within ISPRL premises.

6.2 All payments shall be made by the contractor to the labour employed by him in accordance with the various rules and regulations stated above. The contractor shall keep ISPRL indemnified from any claims whatsoever inclusive of damage/costs of otherwise arising from injuries or alleged injuries to or death of person employed by contractor or damages or alleged damages to the property.

6.3 MODEL RULES FOR LABOUR WELFARE

The contractor shall at his own expenses comply with or cause be complied with Model Rules for Labour Welfare as appended to those conditions or rules framed by the Government from time to time for the protection of health.

7.0 TAXES

7.1 The Contractor shall be responsible and bear all Taxes, Duties, Insurance etc. under Statutory requirements.

7.2 TOLL CHARGES

Toll charges enroute paid by the Driver for the Vehicle on duty, if any, will be reimbursed against documentary proof along with Monthly bills.

7.3 SALES TAX ON WORKS CONTRACT

The rates quoted and accepted should be inclusive of all taxes, service tax (if any), sales tax on works contracts wherever applicable. Wherever the sales tax on works contract is deductible at source, the same shall be deducted from the bills and paid to the authorities. The proof of such payments of sales tax on works contract will be furnished to the contractor.

7.4 INCOME TAX



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Will be deducted at source as per rules at prevailing rates unless certificate, if any, for deduction at lesser rate or nil deduction from appropriate authority is submitted by the contractor to ISPRL.

8.0 SAFETY & SECURITY

All the safety and security regulations and other statutory rules applicable in the area shall be meticulously complied with. In the event of any damage caused due to non-observance of such rules and regulations, the contractor shall be solely responsible for the same and shall keep ISPRL indemnified against all losses and claims arising from the same.

9.0 TERMINATION OF CONTRACT (IN FULL OR PART)

9.1 The ISPRL inter alia may terminate the contract for any or all of the following reasons that the contractor:

- a) has abandoned the work/contract.
- b) has neglected or failed to observe and perform all or any of the terms acts, matters or things under this contract to be observed and performed by the contractor.
- c) has sublet any part of the Contract.
- d) has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the ISPRL.
- e) has stopped attending to work without any prior notice and prior permission for a period of 15 days.
- f) has become untraceable.
- g) has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgment of the ISPRL.
- h) has been declared insolvent / bankrupt.

9.2 ISPRL may also terminate the contract at any stage without giving any reason, by giving one month notice.

9.3 The ISPRL on termination of such contract shall have the right to appropriate the Security Deposit furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.

9.4 The ISPRL shall have the right to carry out the unexecuted portion of work either by themselves or through other agencies at the cost of the Contractor.

9.5 When the contract is terminated by ISPRL for all or any of the reasons mentioned above the Contractor shall not have any right to claim compensation on account of such termination.

10.0 ARBITRATION



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- A. All disputes or differences of any cases whatsoever or regarding any right, liability, act, omission on account of the parties hereto arising out of or in relation to this agreement shall be referred to the sole arbitration of CEO & MD of ISPRL who may either act himself as Sole Arbitrator or nominate some officer of ISPRL to act as an Arbitrator to adjudicate the disputes and differences between the parties (except those in respect of which the decision of any person is by the Agreement expressed to be final and binding).
- B. The contractor shall not be entitled to claim any objection to the appointment of such Officer of ISPRL as the Sole Arbitrator on the ground that the said Officer is an Officer of ISPRL or that he/she has to deal or deals with the marker to which the Agreement relates or that in the course of his/her duties as an Officer of ISPRL he/she has/had expressed views on all or any of the matters in dispute or difference.
- C. In the event of the Arbitrator to whom the matter is originally referred to is transferred or vacates office, the CEO & MD aforesaid shall nominate another Officer of ISPRL to act as Arbitrator.
- D. Such Officer nominated as sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by the predecessor. It is the term of this Agreement that no person other than CEO & MD or a person nominated by CEO & MD of ISPRL shall act as Arbitrator.
- E. The Sole Arbitrator shall have power to order and direct the parties to abide by, observe and perform all such directions, as the Arbitrator may think fit and proper to issue having regarding the fact that the arbitration proceedings.
- F. The Sole Arbitrator shall be at liberty to appoint, if found necessary, any Accountant or Engineer or other person to assist him/her and to act by the opinion taken.
- G. The Arbitrator shall have power to make one or more Awards whether interim or otherwise in respect of the disputes and differences.
- H. The Award shall be made in writing and published by the Arbitrator. The Award shall include the reasons for such Award.
- I. The Award of the Arbitrator shall be final, conclusive and binding on both the parties to the Agreement subject to the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof and the rules made there under for the time being in force.
- J. The Arbitrator shall be entitled to direct any of the parties to pay the costs of arbitration in such manner and to such extent as the Arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportions to meet the arbitration expenses. the parties to arbitration, whenever called upon to do so, shall be bound to comply with such direction without any demur.



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- K. The venue of Arbitration shall be in New Delhi. All documentation and oral proceedings shall be conducted in the English language. The Award shall also be made in the English language.
- L. The parties hereby submit to the jurisdiction of the Courts in the City of New Delhi for the purpose of actions and proceedings arising out of the Agreement and the Courts in the City of New Delhi only will have the jurisdiction to hear and decide such Arbitration and proceedings.
- 11. ISPRL reserves the right to award the contract simultaneously to more than one contractor and to allot any amount of work to any contractor at its discretion. The contractor shall have no right to claim equal share of work at par with other contractors or to alter the amount of work allotted to the contractor.
- 12. The rates and terms of the tender shall be kept valid for a period of 180 days from the due date/extended due date of tenders subject to the variation on diesel price as per clause 13 of Scope of Job.