



इंडियन स्ट्रेटिजिक पेट्रोलियम रिजर्व्स लि.

(ओ.आई.डी.बी. की पूर्ण स्वामित्व की सहायक कम्पनी)

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय, भारत सरकार

ओ.आई.डी.बी. भवन, तीसरी मंजिल, प्लॉट नं. 2, सेक्टर-73,

नोएडा- 201 301, उ.प्र.

फोन : 91-120-2594641, 2594647, फैक्स : 91-120-2594643

Indian Strategic Petroleum Reserves Ltd.

(A wholly owned subsidiary of OI DB)

Ministry of Petroleum and Natural Gas, Govt. of India

OI DB Bhawan, 3rd Floor, Plot No.2, Sector - 73, Noida-201 301, U.P.

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Email : isprl@isprlindia.com, Website : www.isprlindia.com

No.ISPRL/ADMN/20

March 18, 2011

To

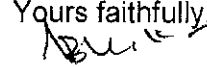
Sub: Requirement of one Maruti SX4 (ZXi) /Honda City –SMT/Toyota – Etios VX petrol Car without fuel and without chauffer on hire basis.

Sir,

Indian Strategic Petroleum Reserves Ltd.(ISPRL), a wholly owned subsidiary of Oil Industry Development Board, Ministry of Petroleum & Natural Gas is in the process of hiring one **Maruti SX4 (ZXi) or equivalent petrol car(Honda City – SMT, Toyota –Etios VX) petrol Car without fuel & without chauffer Brand New/2011** as per terms & conditions enclosed as Attachment-I,1A,Attachment II and Attachment III. The period of contract would be two years with an option to extend the contract for one more year on the same terms & conditions subject to satisfactory Performance with mutual consent. You are requested to submit your offer along-with a demand draft amounting to Rs.5,000.00 as EMD which will be refunded to the successful bidder only after receipt of Security Deposit without any interest. However, the EMD of unsuccessful bidders will be refunded/returned immediately after finalization of the tender without any interest. The DD must be in favour of Indian Strategic Petroleum Reserves Ltd payable at New Delhi.

Your sealed offer /quotation should reach the undersigned on or before **31/03/2011 by 1500 hrs positively.**

Thanking you,

Yours faithfully,

(S D Bhathija)
Head (P&A)

Encls.:a/a

ATTACHMENT - I

S.No.	DESCRIPTION	U/RATE Rs.
1	<p>MONTHLY RENTAL FOR</p> <p>Maruti SX4 (ZXi) or equivalent (Honda City – SMT/Toyota-Etios VX)</p> <p>petrol Car without fuel & without chauffer Brand New/2011 FOR PLYING IN NCR DELHI /OUTSIDE NCR, WHEN REQUIRED.</p> <p>Please tick mark the model being offered</p> <p>OUR REQUIREMENT IS FOR ONE CAR WITHOUT FUEL AND WITHOUT CHAUFFER. RATE SHALL BE QUOTED FOR SUPPLY OF CAR WITHOUT FUEL AND WITHOUT CHAUFFER ON LUMP SUM BASIS FOR MINIMUM OF 3000 KMs PER MONTH. RATES SHALL BE INCLUSIVE OF SERVICING & MAINTENANCE CHARGES,ROAD TAX, ETC.ETC. FUEL & DRIVER WILL BE PROVIDED BY ISPRL.</p>	Lumpsum (Rs.)
2.	EXTRA PER KM CHARGES FOR USING CAR BEYOND 3000 KMs IN ANY MONTH. PAYMENT WILL BE MADE ON ACTUAL BASIS.	Rate per km(Rs.)

EXTRA : Service Tax, as applicable on above rates.

ATTACHMENT-II

GENERAL TERMS AND CONDITIONS FOR CAR HIRING

1. The Vehicle shall be parked at the residence of the CEO, ISPRL or at a suitable place as required and as directed by the CEO.
2. A logbook shall be maintained and the signature of user officer certifying the starting and closing kms. and starting and closing time shall be obtained on logbook every day at close of duty.
3. In the event of breakdown/failure of the vehicle, the Contractor has to provide a replacement of the car of similar type immediately or within 1 hour, failing which ISPRL will hire a vehicle of similar type from any other source and debit the hiring charges to the Contractor.
4. The rates quoted in the schedule should include servicing and maintenance expenses, all statutory payments, if any, road tax, comprehensive insurance etc.etc. and should be kept validated from time to time by the Contractor. No passengers tax will be payable by ISPRL and the same has to be borne by the Contractor.
5. The bills should be submitted on monthly basis during the 1st week of the month with the copy of the logbook.
6. Payment against monthly bills duly certified by the user officer – CEO will be made within 30 days of receipt of bill at ISPRL.
7. For providing the cars on monthly basis, payment will be made for minimum of 3000 kms per month (as the case may be) on lump-sum basis irrespective of actual mileage. Over 3000 kms per month (as the case may be) payment will be made as per actual kms run in that particular month.
8. The fuel and driver shall be provided by ISPRL.
9. **PRICE VARIATION**

The rates accepted by ISPRL in the Contract shall remain FIRM and FIXED during the whole contract period.
10. Mileage reckoning shall start once the vehicle is handed over at ISPRL office.
11. The contract shall come into force only on acceptance of car/cars on inspection by the authorized personnel. Any violation of the terms of the contract regarding vehicle will ENTAIL CANCELLATION OF THE CONTRACT AND WHEREVER NECESSARY / APPLICABLE SUITABLE DEBITS WILL BE RAISED ON CONTRACTORS FOR ALL SUCH FAILURES.

12. The party will ensure that the car provided is brand new one with spare wheel and proper tools and **fire extinguisher**.
13. The party will ensure that proper white seat covers, good carpet, flooring mat and upholstery are provided and well maintained. **Seat covers should be drycleaned once in three months or earlier if required.**
14. Car parking fee at airport and other places including toll tax will be borne by ISPRL.
15. The contract shall be valid for minimum period of Two years from commencement of the contract extendable by one more year. But ISPRL reserves the right to terminate the contract if the services of the contractor are found to be irregular or unsatisfactory to ISPRL.
16. Security Deposit : The party is required to submit a bank guarantee from a scheduled bank amounting to Rs. (equivalent to 10% of the order value) as Security Deposit, which will be refunded only after successful completion of contract.
17. The Contractor should have contact telephone/mobile phone at residence and office and should be contactable round the clock.
18. Car & its AC to be maintained always in working condition.
19. Car should be provided with AM/FM radio/Modern Car Music System, Mobile Charger, perfume etc.
20. In case vehicle is not in a good condition as per the choice of the user, the same shall be rectified/repared as per the user satisfaction & even after the repairs, if any complaint is found by the user a penalty of Rs.200 per day will be levied and the amount will be deducted from the monthly bill.
21. ISPRL reserves the right to end the contract prematurely in case such a need arises with a prior notice of one month without assigning any reason and without any compensation.
22. Period of Contract : The Contract will be valid for two years and may be renewed for one more year subject to satisfactory performance at the sole discretion of ISPRL.
23. Please mention your 15 digit Service Tax code in your offer as also in the monthly bills.
24. The vehicle will be supplied with valid tourist permit.
25. The vehicle should have Delhi/UP Registration.
26. Vehicle should have current/valid insurance.
27. The Party should have experience of more than a year of supplying tourist cars to reputed Private & Public Ltd. Companies.

ATTACHMENT – III

ARBITRATION CLAUSE

- 1) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- 2) The appointing authority shall either himself act as Sole Arbitrator or nominate some officers of Indian Strategic Petroleum Reserves Limited (referred to as owner of ISPRL) to act as sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/ vendor shall not be entitled to raise any objection to the appointment of such officer of the owner as the Sole Arbitrator on the ground that the said officer is an officer and /or shareholder of the owner or that he/she has to deal or dealt with the matter to which the contract relates or that in the course of his /her duties as an officer of the owner, he /she has/had expressed views on all or any of the matters in dispute or difference.
- 3) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another Officer of the Owner to act as Arbitrator.
- 4) Such Officer nominated as Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or an Officer of the Owner nominated by the Appointing Authority, shall act as an Arbitrator.
- 5) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- 6) The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- 7) The Arbitrator may give a composite or separate Award (s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.

- 8) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The Award of the Sole Arbitrator shall be final and binding on both the parties.
- 9) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- 10) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Delhi for all purposes. The Arbitration shall be held at Delhi and conducted in English language.
- 11) The Appointing Authority is the CEO- ISPRL,NOIDA.