



BHARAT PETROLEUM CORPORATION LIMITED
TERRITORY MANAGER (I&C), KOLKATA
Bharat Bhavan, 31 Prince Gulam Mohd Shah Road, GOLF GREEN , KOLKATA – 700 095
TEL NO: 033-2429 3063; 033-24293272; FAX NO. 033-2429 3282

**NOTICE INVITING e-TENDER FOR ROAD TRANSPORTATION OF PACKED BITUMEN DRUMS
EX BPCL MUZAFFARPUR BITUMEN COD TO VARIOUS CUSTOMERS**

E-TENDER NO.: BPC/I&C/ER/BIT-PKD/MUZ/01/2019-22
(Published on: 17.04.2019)

Tender Name:	e-Tender for Road Transportation of Packed Bitumen drums ex BPCL Muzaffarpur Bitumen COD, Sherpur, Muzaffarpur, Bihar for deliveries to BRO Customers located at West Bengal, Assam and North Eastern States
Tender Meet:	All eligible tenderers are invited to a pre-bid meeting for clarifications on tender conditions and e-bidding process on 24.04.2019 at 15:00 hrs. at, Ashiana Chamber, 3rd. Floor, Exhibition Road, Patna, Bihar - 800001 for clarifications on tender conditions & e-bidding process
e-Procurement system no	55683
Last Date for Submission of Tender:	07.05.2019 at 15:00 hrs.
Tender Opening on:	07.05.2019 at 16:00 hrs.
Period of Transportation job :	3 years from the date of issuance of LOI
Tender fee :	Rs. 1180/- (Rupees One Thousand One Hundred and Eighty Only) in the form of DD / Pay Order drawn on Bharat Petroleum Corporation Ltd. payable at Kolkata
Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees One Lakh Only) in the form of DD / Pay Order drawn on Bharat Petroleum Corporation Ltd. payable at Kolkata
Contact Person	Territory Manager (Indl), Kolkata BHARAT PETROLEUM CORPORATION LIMITED BHARAT BHAVAN, 31, P. M. G. Shah Road, Golf Green, Kolkata – 700 095



**NOTICE INVITING e-TENDER FOR ROAD TRANSPORTATION OF PACKED BITUMEN DRUMS
EX BPCL'S MUZAFFAROUR BITUMEN COD TO VARIOUS CUSTOMERS LOCATED AT WEST
BENHAL, ASSAM AND NOTH EASTERN STATES**

E-TENDER NO.: BPC/I&C/ER/BIT-PKD/MUZ/01/2019-22
(Published on: 17.04.2019)

E-bids are invited from eligible bidder for Road Transportation of Packed Bitumen drums ex **BPCL Muzaffarpur Bitumen COD, Sherpur, Muzaffarpur, Bihar** state for deliveries to BPCL storage locations as given below

1. Eligible bidders are invited to submit their e-bid in a two-part bid for the subject tender.
2. Please visit our website <https://bpclproc.in> for participating and submitting your bid online. For viewing / downloading the tender document (non-transferable), please visit our website <https://www.bharatpetroleum.in/tender/view-tenders.aspx> .
3. The Bid consists of the following documents to be submitted **on-line**.
 - a. Credential / Technical Bid (Un-priced)
 - b. Price Bid
4. Tender Document fee of Rs 1180/- (inclusive of GST) is payable at Kolkata by Demand Draft / Pay Order (Non-refundable) drawn on any Nationalised/Scheduled Bank in favour of M/s BHARAT PETROLEUM CORPORATION LTD.
5. EMD of Rs 1 Lakh is payable and shall be refunded after placement of work order and its acceptance by successful bidder. Bidders will have to provide Bank Details of their Banker as per our format. EMD shall be refunded to unsuccessful bidder.
6. **The DD/Pay Order for EMD/Tender Document Fee should be in favour of Bharat Petroleum Corporation Ltd. payable at Kolkata, drawn on any of the Scheduled/ Nationalized Bank.**
7. As per order issued by “ Ministry of Micro, Small and Medium Enterprises” on 23.03.2012 on “**Public Procurement Policy for Micro, Small and Medium Enterprises (MSEs) order 2012**”, those who have registered with Director of Industries Centres or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from paying tender fees and Earnest Money Deposit. Such bidders must produce a Notarized copy of MSE registration issued by any one of the authorities mentioned above, if they wish to avail exemption. EM (Part II) certificate, issued by DIC or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises is required for availing exemption from tender fees and EMD.

8. Non- Submission of EMD and Tender Fee or MSE registration certificate, only for those seeking exemption, on or before due date & time of e-tender to the officers mentioned below, shall entail disqualification and their bids will not be opened in the system
9. Bidder is advised to refrain from submitting any false, forged documents, the penalty for which shall be termination and EMD /SD submitted shall be forfeited
10. In case the bidder is not able to comply the positioning of Truck/trucks within the stipulated period post issuance of LOI, the following will be applicable:
Full non-placement of truck/trucks - Forfeiture of EMD including putting on holiday for 2 years.
Partial non-placement of truck/trucks - (i) Forfeiture of Rs 1 lakh per lorry from Security Deposit - maximum upto Security Deposit amount. (ii) Withdrawal of LOI and cancellation of contract, if the full complement of the truck/trucks allocated (even if one truck) but not placed by the transporter.
11. Bidders are also advised to go through the tender documents carefully and understand the terms and conditions completely before bidding.
12. The location wise estimated quantity of work mentioned is only indicative. BPCL does not commit any minimum guaranteed quantity.
13. The online portion of the tender shall have to be submitted through the e-procurement system on <https://bpcleproc.in> as per details below.
14. It is mandatory for the bidders to submit the following documents “on line” (sr no 1 to 20) and in physical form “off-line documents” (sr no 21 to 23) before the due date / time of the bid. The documents in physical form shall be submitted **in a sealed envelope*** at the following address:

Territory Manager (Indl), Kolkata
 BHARAT PETROLEUM CORPORATION LIMITED
 BHARAT BHAVAN,
 31, P. M. G. Shah Road,
 Golf Green, Kolkata – 700 095

Sr. No.	Particulars	Submission Online Only	Submission Of Physical Document as part of Technical / credential Bid in sealed Envelop
1	Tender documents along with Annexure 1 to 3 under Bidders Login ID through e-procurement system on https://bpcleproc.in	√	
	Annexure 1 - Packed Bitumen transportation contract Agreement along with Schedule B	√	
	Annexure 2 - Integrity Pact	√	
	Annexure 3 - Indemnity Bond	√	
2	Particulars of Bidder as per Attachment-1	√	
3	Statement in respect of own/attached truck/trucks as per Attachment- 2	√	
4	Covering letter as per Attachment 3	√	
5	General Irrevocable Power of Attorney as per	√	

	Attachment-4		
6	Affidavit as per Attachment-5	√	
7	Details of relationship with BPCL Directors as per Attachment-6	√	
8	Caste Certificate (wherever applicable) issued by Competent Authority as per format in Attachment-7.	√	
9	Undertaking for Attached Truck/trucks as per Attachment 8	√	
10	Declaration in A B & C as per Attachment 9	√	
11	Format of Bank Guarantee as per Attachment 10	√	
12	Oil Industry Transport Discipline Guidelines (Version : 4.0) as per Attachment 11	√	
13	Process Compliance Statement as Annexure 12 and 12 a.	√	
14	Holiday Listing Declaration as per Attachment 13	√	
15	Self-attested acknowledged copy of the latest Income Tax Return filed and the copy of PAN Card	√	
16	Self-attested copy of previous 3 years audited annual report i.e. FY 2015-16, 2016-17 & 2017-18 (profit and loss account / Certification from CA)	√	
17	Self-attested copies of Partnership Deed or Certificate of Incorporation or Trading License	√	
18	Attested copies of Trading License or Company registration certificate.	√	
19	Self-attested copies of RC book, fitness, route permit, National Permit, Insurance of truck/trucks offered.	√	
20	Tender Fee by DD / Pay Order of Rs. 1180/-	√	√ (*envelop)
21	EMD by DD / Pay Order of Rs. 1,00,000/-	√	√ (*envelop)
22	Attested copy of MSE Registration (EM-II certificate)(if applicable)	√ (if applicable)	√ (*envelop) (if applicable)

***the sealed envelope must reach / be dropped in the Tender Box at the above address.**

15. Bids are to be submitted online only at <https://bpclproc.in>. Bids not submitted online will not be considered. The bids received in any other form shall not be accepted.(documents other than as mentioned in point 14 above)
16. Bids submitted after the due date and time of closing of tender (i.e. after **15:00 hrs on 07.05.2019**) and / or not submitted in the prescribed format shall be rejected. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site and postal delay in submitting physical documents such as Tender fee, EMD and/or MSE registration certificate etc. no claims on this account shall be entertained. Bidders are requested to complete the bidding procedure well on time to avoid connectivity problem, if any.
17. The sealed envelope (with Tender No. **BPC/I&C/ER/BIT-PKD/MUZ/01/2019-22** super-scribed) containing the EMD, Tender Fee or EM II certificate (only for those seeking exemption) should reach at above office before the due date and time of the tender.

18. The submission of online bid/Tender shall be up to **15:00 hrs on 07.05.2019**.
19. Tender submitted after due date and time of closing of tender (i.e. after **15:00 hrs on 07.05.2019**) and / or not submitted in the prescribed format shall be rejected. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site and/or Tender fee and EMD or MSE registration certificate in physical form due to postal delay etc. No claims on this account shall be entertained. Bidders are requested to complete the bidding procedure well on time to avoid the connectivity problem.
20. Price Bid (to be submitted **online**) shall be opened only for those tenderers whose credential bid / technical bid is found acceptable as defined in tender document.
21. The online portion of the tender shall have to be submitted through the e-procurement system on <https://bpclproc.in>
22. The tender document with detailed terms and conditions is also available on our website <https://www.bharatpetroleum.in/tender/view-tenders.aspx> but the submission of tender is allowed only through the e-procurement system on <https://bpclproc.in>
23. As a **pre-requisite for participation in the tender**, bidders are required to obtain a valid **Digital Signature Certificate (signing & encryption) of Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operation under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). **The cost of obtaining such Digital Signature Certificate shall be borne by the Bidder.** In case any bidder so desires, he/she may contact our e-procurement service provider **M/s. E-Procurement Technologies Ltd (ETL)**, at their contact no. in Ahmedabad: **079-40016868** or **Mr. Chandan Bera Mob.: 9851945660** for obtaining Digital Signature Certificate
- 24. SUBMISSION OF E-TENDER DOCUMENTS:**
Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
- I. Bidders are advised to log on to the website <https://bpclproc.in> and arrange to register themselves at the earliest.
 - II. The system time (IST) that will be displayed on e-procurement (e-bid) web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - III. Bidders are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the bidder intends to change /revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - IV. Bidders submitting / uploading the on-line tender documents thru' digitally signed certificates shall be construed as their complete agreement with the terms & conditions and that they have fully understood the tender documents.

- V. Bids / tender shall not be permitted in e-procurement (e-bid) system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- VI. Bidders **shall submit Credential / Technical Bid (un-priced) and price bids only through e-bidding and no physical documents with respect to these bids should be submitted.** (other than as mentioned in point 14 above) In case Bidder submits such physical documents, the same shall not be considered.

In case of any clarification pertaining to e-procurement (e-bidding) process, the bidder may contact our e-procurement service provider **M/s. E-Procurement Technologies Ltd (ETL)**, at their contact no. in Ahmedabad: **079-40016868** or **Mr. Chandan Bera Mob.: 9851945660**.

25. **Pre-bid Meeting:** Pre-Bid meeting will be held on **24.04.2019** in the office of **Ashiana Chamber, 3rd Floor, Exhibition Road, Patna, Bihar – 800001** or any other venue as advised through corrigendum, at 12:00 hrs and bidder may please participate. Bidders are encouraged to seek all clarifications that they may require as regards the tender conditions / requirements.
26. For tender clarifications, if any, please feel free to contact the following on any working day between 10:00 am to 5:00 pm:
- Mr P. P. Pramanick, Ch. Manager Logistics (I&C) ER
 - Contact Number: 033-24293272
27. Please note that Corrigendum / Addendum to this tender, if any, shall be published only on our websites <https://www.bharatpetroleum.in/tender/view-tenders.aspx> and <https://bpclproc.in>
28. BPCL reserves the right to withdraw or cancel this tender in full or in part at its sole discretion and without assigning any reason whatsoever at any time during the tender process.

Thanking you,

Yours faithfully,
For **BHARAT PETROLEUM CORPN. LTD.**,

SANJEEV GUPTA
Territory Manage (INDL), Kolkata



E-TENDER NO. BPC/I&C/ER/BIT-PKD/MUZ/01/2019-22

E-Tender for Road Transportation of Packed Bitumen drums ex **BPCL Muzaffarpur Bitumen COD, Sherpur, Muzaffarpur, Bihar** state for deliveries to BPCL storage locations as given below –

1.0 COMPANY INTRODUCTION

Bharat Petroleum Corporation Limited (BPCL) is engaged in the business of refining and marketing of petroleum products.

2.0 E-Tender NO. BPC/I&C/ER/BIT-PKD/MUZ/01/2019-22 (System no 55683)

BHARAT PETROLEUM CORPORATION LIMITED (BPCL) a public sector enterprise, invite “e-tender” for **Road Transportation of Packed Bitumen ex BPCL Muzaffarpur Bitumen COD, Sherpur, Muzaffarpur, Bihar** state for deliveries to BPCL’s various BRO Customers for a period of 3 years from the date of issuance of LOI

2.1 TENDER DOCUMENTS:

- 1) As a pre-requisite for participation in the tender, bidders are required to obtain a valid **Digital Signature Certificate (signing and encryption) of Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operation under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). **The cost of obtaining such Digital Certificate shall be borne by the bidder.** In case any bidder so desires, he/she may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd. **Ahmadabad (Helpdesk No. at Ahmadabad: 079-40016868 or Mr. Chandan Bera Mob.: 9851945660** for obtaining Digital Signature Certificate.
- 2) The bidders having valid **Digital Signature Certificate and Login ID** can download the tender from the website (<https://bpcleproc.in>). **The downloaded documents once read carefully have to be uploaded by the bidder under their Login ID duly certified with Digital Signature Certificate, in token of acceptance of all tender terms and conditions there-in.**
- 3) Bidder shall pay **Rs. 1,180.00 (Rupees One Thousand One Hundred Eighty only)** as Tender Fee by Demand Draft (DD)/Pay Order (Non-refundable) drawn on any Nationalised/Scheduled Bank payable at Kolkata in favour of M/s BHARAT PETROLEUM CORPORATION LTD. This should be submitted in a separate envelope in physical form, along with EMD, EM II certificate (if, applicable) should reach at address given in 2.4 below before due date and time of tender.
- 4) The tender documents can also be downloaded and login ID can download the tender from the website <https://bharatpetroleum.in/tender/view-tenders.aspx> . The submission of tender is allowed only through the e-procurement system on <https://bpcleproc.in>.

- 5) As per order issued by “ Ministry of Micro, Small and Medium Enterprises” on 23.03.2012 on “Public Procurement Policy for Micro, Small and Medium Enterprises (MSEs) order 2012”, those who have registered with Director of Industries Centres or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from paying tender fees and Earnest Money Deposit. Such bidders must produce a Self-attested copy of MSE registration issued by any one of the authorities mentioned above, if they wish to avail exemption. EM (Part II) certificate, issued by DIC or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises is required for availing exemption from tender fees and EMD.

PLEASE NOTE THAT BIDS SHALL NOT BE OPENED ONLINE FOR BIDDERS WHO DO NOT SUBMIT TENDER FEE / EMD / OR EM II CERTIFICATE (IN CASE OF MSME BIDDERS) BEFORE DUE DATE / TIME OF TENDER.

2.2 RATE SCHEDULE / ESTIMATED QUANTITY FOR TRANSPORTATION.

1. Lowest rates for transportation of **Packed Bitumen ex BPCL Muzaffarpur Bitumen COD, Sherpur, Muzaffarpur, Bihar for deliveries to customers located at West Bengal , Assam and North Eastern States in Rs. per MT/KM excluding Toll Charges (Toll charges will be re-imbrued separately)** should be quoted by the bidders. The Rates in the Price-Bid is to be quoted only “on-line” & no physical document should be submitted.
2. The estimated quantity of Packed Bitumen to be transported and the estimated number of truck/trucks required is given in the **Schedule-A** enclosed. The schedule, however, gives only indicative quantity/ number of truck/trucks and may undergo a change depending upon business requirement.
3. The Company does not guarantee any minimum business and the estimated quantities / truck/trucks requirement given in the schedule are only indicative and are subject to change depending upon the business requirement / demand for product at the customer locations.
- 3 The Company reserves the right to induct additional truck/trucks, if so required, from the qualified bidder(s) to meet business requirement at the L1 rates applicable for respective location.
4. The KMs to BPC storage locations already established and as per our records shall be only considered for payment of transportation charges for these locations. If any new depot location is commissioned by BPCL during the tenure of this contract, the transportation rates for such locations shall be established through price-bids invited from within the successful bidders of this tender and the contract awarded as per the terms and conditions of this tender. In case of change in KM for any location due to diversions, realignment of roads, change of supply plant location etc., the same shall be revised upon verification by BPCL and the revised KM shall be applicable for freight payments.
5. In case any new customers or new COD's are added to the list during the tenure of contract, the actual KMs to such customers shall be established by the Company and the same shall be applicable for payment of transport bills.
6. After delivering the product acknowledgement copy of the document to be submitted for delivery confirmation which will initiate payment process as per the payment terms.

2.3 EARNEST MONEY DEPOSIT (EMD):

Bidder shall pay Rs. 1,00,000/- (Rupees One Lakh Only) as EMD per offer by Demand Draft drawn on any Nationalised/Scheduled Bank payable at **Kolkata** in favour of BHARAT PETROLEUM CORPORATION LTD. This should be submitted in a separate envelope along with, along with the Documents to be submitted in physical form as per the list mentioned under Para 5.2 below. Tender fee or MSE registration certificate (only for those seeking exemption) at the above address before due date and time of opening of tender in the system, i.e. **07.05.2019** (as mentioned in 2.1, 4 above) tender shall not be opened in the system unless **Tender Fee and EMD or MSE registration certificate** (as applicable) are received before due date/time of tender. i.e. **07.05.2019 at 15:00 hrs.**

2.4 SUBMISSION OF TENDER:

1. The bidder should download the e-tender document from our website <https://www.bharatpetroleum.in/tender/view-ender.aspx> or on <https://bpcleproc.in> and after carefully reading the same should be signed and uploaded under his/her login ID, as token of acceptance of all terms & conditions therein.

Bidders are required to complete the entire Credential / Technical Bid (Un-priced) Bid process online on or before due date of closing of the bid.

Price bidding of only those bidders shall be permitted whose Credential / Technical Bid (Un-priced) Bid is found to be acceptable to us. The schedule for conducting electronic price bid shall be advised separately

2. The DD/Pay Order for EMD, Tender Fee and EM II certificate (if applicable) to be inserted in envelope The envelope is to be sealed and super scribed with the Tender No. and words EMD/TENDER FEE/EM II. The envelope is to be dropped in the Tender Box kept at the office of the Territory Manager (Indl), Kolkata at the following address:

Territory Manager (Indl), Kolkata
BHARAT PETROLEUM CORPORATION LIMITED
BHARAT BHAVAN,
31, P. M. G. Shah Road,
Golf Green, Kolkata – 700 095

3. The closing date & time for submission of online bids as well as submission of documents in physical form is **15:00 Hrs on 07.05.2019** .
4. Offers may be submitted by:
 - i. Proprietorship firms / Individuals who are Indian citizens, who have attained the age of major; or
 - ii. partnership firm consisting of Indian citizens; or
 - iii. Co-operative society of which all the members are Indian citizens; or
 - iv. Company duly registered under the Companies Act, 1956 provided they comply with the conditions contained hereinafter.
5. Firms having Partners /Directors / Proprietor who has been convicted in criminal cases or blacklisted or Action for
 - i. Termination of Contract
 - ii. Withdrawal of LOI / Work Order have been taken for malpractices while undertaking transportation job, by any of the PSU Oil Companies are not eligible to submit their offers.

2.5 MINIMUM QUALIFICATION CRITERIA.

1. The bidder shall have minimum 01 (one) owned truck of minimum carrying capacity 10 MT or more in his/her name (Individuals/Partners/Directors/Proprietor) with the age of the truck not exceeding 14 years as on due date of opening of the tender.
2. The min average annual financial turnover of the Bidder during the last 3 years ending 31st March 2018 shall be at least Rs. 09.00 Lakhs. Bidder shall also submit Audited balance sheets and profit and loss account for last three financial years.

2.6 SIGNING OF AGREEMENT:

Each successful bidder will have to sign an Agreement as per the draft attached as **Annexure-1**, along with the tender document. **The period of agreement with successful bidder would be 03 (Three) years from date of issuance of LOI** . Further, Agreement would, however, be subject to the right of BPCL to terminate it prematurely as per clause 15 of the Agreement.

2.6.1 EXECUTION OF INTEGRITY PACT:

The tender document must accompany with the Integrity Pact (IP) duly signed by the tenderer as per **Annexure-2**

- a) The Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents (technical bid in case of 2 part bid), duly signed by the same signatory who is authorised to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder failure to return the IP duly signed along with the tender documents shall result in cancellation of LOI.
- a) If the bidder has been disqualified from the tender process prior to award of the contract in accordance with the provision of the Integrity Pact, BPCL shall be entitled to demand and recover from the Bidder Liquidated Damages amount by forfeiting the EMD/Bid Security of the Integrity Pact.
- b) If the contract has been terminated according to the provision of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provision of the Integrity Pact, BPCL shall be entitled to demand and recover from the Contractor Liquidated damages amount by forfeiting the Security as per provision of the Integrity Pact.
- c) Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor. The name/address/contact numbers of Independent External Monitor (IEM) appointed to oversee implementation is given below :

Shri. Shantanu Consul	Shri. Vikram Srivastava	Shri. Virendra Bahadur Singh
ADDRESS	ADDRESS	ADDRESS
No.9MCHS (IAS Officers Colony), 16 th Main, 5 th C Cross, BTM 2 nd stage, Bangalore – 560 076	E-202, Second Floor , Greater Kailash Part 2, New Delhi - 110048	H.No. B-5/64, Vineet Khand, Gomati Nagar, Lucknow - 226010
shantanuconsul@gmail.com	vikramsrivastava1973@gmail.com	vbsinghips@gmail.com
Mob. 09740069318	Mob. 09810642323	Mob.8853760730

2.7 LOCAL OFFICE & CONTACT DETAILS / e-MAIL ID's:

All tenderers shall be required to have a Contact Office at loading location for convenience of day-to-day operations. If any tenderer does not have a local office, they shall provide a local office within fifteen (15) days of the date of issuance of LOI and the address of the same should be submitted by the tenderer to

BPCL before the contract agreement is signed. All tenderers shall also provide their valid e-mail IDs for ease of communication in addition to their office address, contact numbers (phone; mobile, fax etc.). Any change in the address shall be promptly communicated to BPCL by the bidder. Generally, the regular / routine and day-to-day operational communications shall be made on the e-mail IDs provided by the bidders.

2.8 RESERVATION:

The provision of reservation will be 15% (fifteen percent) & 7 ½ % (seven and a half percent) for Scheduled Castes (SC) and Scheduled Tribes (ST) respectively on all India basis. The SC/ ST parties desirous of offering the Truck will have to participate in the tender and should fulfil all tender conditions. The SC/ ST parties will not be eligible for any price preference or relaxation of standards. There is no difference in EMD or any other offer conditions for such parties. Details of eligibility of qualifying as SC/ST are given in offer document.

2.9 TENDER OPENING:

- 1) The due date and time of opening of **bid will be only through the e-procurement system on <https://bpclproc.in>**, which is **07.05.2019 at 16:00 hrs.**
- 2) If any bidder fails to submit the Tender fee/EMD/MSE registration before the due date / time of opening of tender, their tender shall not be considered for opening in the system and summarily rejected.
- 3) The bidder can also witness the tender opening through e-procurement (e-bid) system on <https://bpclproc.in>

IMPORTANT:

- a) **Bidders shall submit credential / Technical bids (unpriced) (except Tender fee/EMD/EM II certificate which is in physical form) and Price Bid only through e-bidding and no physical documents shall be submitted.**
- b) **All revision, clarification, corrigendum, addenda, time extension, cancellation etc, if any, shall be posted on <https://www.bharatpetroleum.in/tender/view-tendera.aspx> and <https://bpclproc.in> only. Bidder should regularly visit this website to keep themselves updated.**

2.10 OPENING OF PRICE BID:

- 1) Price Bid (to be submitted **online**) shall be opened only for those bidders whose credential bid / technical bid is found acceptable as defined in tender document.
- 2) The bidders meeting minimum qualification criteria will only be considered for evaluation of Technical bids. After scrutiny of the technical bids, the eligible bidders shall be notified regarding date, time and venue for the opening of price bids.
- 3) **The price bid will be opened only through the e-procurement system on <https://bpclproc.in>.**
- 4) The **price bids** will remain valid for 180 days from the due date or extended due date tender. The Corporation reserves the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the bidders, or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.

2.6.2 HOLIDAY LISTING:

Bidders should submit a declaration (on the bidders letter head as per Annexure 13) to the effect that they are not currently serving any Holiday Listing orders issued by BPCL/MOPNG debarring them from carrying on business dealing with BPCL/MOPNG or serving a banning order by another Oil PSE.

Offers/Bid not accompanied with a declaration shall be incorporated in rejection criteria.

The guideline and procedure for Holiday Listing are available separately in BPCL website and shall be available in the context of all Bids floated and consequently all orders/contracts/purchase orders. It can be accessed using the following link: <https://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf>.

3.0 SCOPE OF WORK:

3.1 NAME OF TRANSPORTION WORK; LOCATION & PERIOD OF CONTRACT:

The e-tenders are invited for transportation of Packed Bitumen ex BPCL **Muzaffarpur Bitumen COD, Sherpur, Muzaffarpur, Bihar** for deliveries to BRO Customers located in West Bengal, Assam And Other North Eastern States for a period of 3 years from the date of issuance of LOI

3.2 PARTICIPATION:

i) The bidders are requested to view / download the offer document from the website www.bharatpetroleum.in/tender/view-tenders.aspx or <https://bpclproc.in> and go through the same carefully. The eligible bidders meeting the criteria may participate.

ii) If it is found that the bidder has applied although he/she was not eligible as per conditions laid down in minimum qualification criteria of this offer or has claimed benefit of reservation on the basis of wrong documents or has given false affidavit/ information including quoting wrong PAN number or has suppressed any material fact about truck/trucks etc. whether at the time of application or at the time of execution of agreement, the job/ allotment will be rejected/ cancelled summarily. In case of such cancellation, entire amount deposited against EMD/security deposit amount shall be forfeited

4.0 TENDER GUIDELINES - TERMS & CONDITIONS:

4.1 GENERAL:

- 1) Relatives (as per list enclosed) of officer/s responsible for award and execution of this contract in BPCL are not permitted to quote against this offer. The bidder shall be obliged to report the name/s of person/s who are relatives of any officers of the BPCL & any of its subsidiary Companies such as NRL, BORL etc., IOC or HPC or any officer in the State or Central Government, and who are working with the parties in their employment or are subsequently employed by them. Any violation of this condition even if detected subsequent to the award of contract, would amount to breach of contract on the part of parties entitling BPCL to all rights and remedies available thereof including termination of contract.
- 2) The bidder must offer minimum 1 (one) truck of capacity min 10 MT, which should be owned by the Tenderer and registered in their own name (i.e. Firm or Partner or Proprietor or Director). The age of the offered Truck should not exceed 14 years (or as specified by the MV Act / Rules in force) as on the date of opening of tender.
- 3) All rates quoted should be both in words and figures. In case of any difference between the two, the rates quoted in words shall be considered as final and authentic. Also the rates should be quoted in the same units as mentioned in the tender schedule

- 4) The successful tenderer would be required to purchase fuel/lubricants for the Truck/s engaged by BPCL at the smart fleet retail outlets of BPCL. For this the tenderer would have to enrol under CMS fleet card scheme for his fuelling requirement. Initially, a minimum of 40% of the billing amount from the carriers monthly transportation bills shall be deducted and same shall be credited to his CMS fleet card account. However, the company reserves the right to revise the percentage of billing amount to be deducted for crediting it to carriers CMS account.
- 5) In case it is observed that all the bidders or a group of bidders have quoted in cartel, BPCL reserves the right to reject some or all the bids of the bidders who have quoted in cartel, without assigning any other reasons for the same
- 6) Rates quoted would be valid and binding on the bidder for **180 days** from the due date of opening of Price Bid unless extended by mutual consent in writing. During the validity period, bidder will not be allowed either to withdraw or revise his offer on his own. Breach of this provision will entail forfeiture of the Earnest Money Deposit. Once the tender is accepted and work awarded, the rates will be valid for the entire contractual period.
- 7) BPCL reserves the right, at their sole discretion, and without assigning any reason whatsoever, to:
 - a. Negotiate with any or all parties.
 - b. Distribute the work among Transporter(s)
 - c. Reject any or all party either in full or in part
 - d. Assign the offered and accepted truck/trucks to any of the contracts and engage additional Transporter/s truck/trucks at any time without giving any notice whatsoever to the Transporter/s already appointed against this offer.
- 8) The bidder should study all the operations/ local conditions at the loading/ unloading location/s and route/s. Bidder would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of the tender.
- 9) Bidder not meeting the tender terms & conditions or incomplete in any respect or with any additions/ deletions or modifications are liable to be summarily rejected without any further communication to the party and decision of BPCL in this respect will be final and binding.
- 10) Incomplete or conditional offer and those with counter condition to the prescribed terms and condition of the tender documents are liable to be rejected.
- 11) The age of the truck/trucks offered and taken in the contract shall not exceed **14 (Fourteen) years** as on date of opening of tender. In case the truck/trucks offered by the bidder attains the age of 14 (Fourteen) years during the tenure of the contract, the bidder must replace such truck/trucks within 15 days of such occurrence.
- 12) The estimated quantity to be delivered given in tender document is indicative and is subject to change.
- 13) **The tenderer should physically place the Truck /Trucks awarded for loading at the Supply point within 15 days of issuance of LOI.**
- 14) BPCL reserves the right to induct additional truck/trucks, if required, from the existing bidder at the finalised rates for any or all the destinations to meet additional demand for Packed Bitumen during the tender period.

- 15) Bidder must submit all the details and enclosures as has been asked for in the tender documents. In case any of the information is not applicable to the bidder, "Not applicable" may be written against such item. Not submitting any information/ enclosure sought for shall be a ground for rejection of tender
- 16) The truck/trucks quoted in the tender should have all valid documents such as registration certificates, fitness certificate, interstate permit, National Permit, comprehensive Insurance & Road Permit etc. and should meet all statutory requirements. The loading of the truck/trucks shall be done based on the RLW as endorsed on the RC book
- 17) Bidder/his or her authorised representative may witness the opening of tender in system on the scheduled date and time.
- 18) In the event of re-location of BPC's plant / supply location within **200 kms radius (currently Muzaffarpur)** , the truck attached to the old supply location shall get automatically attached to the new relocated plant and rate and other terms applicable to the old supply location plant shall apply to the new supply location.
- 19) In the event of new location is established anywhere in the country for supply of packed bitumen, BPCL reserves the right to send the truck/trucks of one or any transporters from the existing transporters at the rates established by BPCL for KM established by BPCL
- 20) Public Carrier Vehicle Operators (PCVOs) /Truck/trucks blacklisted by any of the Oil companies are not eligible to participate in the tender. For truck/trucks blacklisted at a later date, no replacement will be allowed. Further the following is applicable:
 - a. Details regarding the truck/trucks which are under contract with other Oil companies and quoted for BPCL are to be furnished. If successful in the tender, necessary NOC from the concerned Oil Company is to be submitted for issuance of Letter of Intent.
 - b. The documents of the truck/trucks offered shall be liable for verifications. If forged documents are submitted or any information is found to be incorrect, the tender shall be rejected and if the contract is awarded and detected subsequent to award of contract, the contract shall be liable to be terminated and BPCL shall be entitled to recover such damages / losses / claims / etc. as the BPCL may undergo.
 - c. The truck/trucks / contractors placed under suspension in the existing contract are not eligible to participate in this tender.
- 21) Toll tax/Octroi/Entry incurred will not be reimbursed as it is inbuilt in the transport rate. In case, addition of new toll booth/Entry tax/Octroi or further revision in existing toll charges, the additional amount / new amount will be reimbursed on production of original receipt. Post GST implementation, the rules applicable at the time will be binding in the tender
- 22) The tenderer who wishes to get exemption from paying tender fees / EMD under MSE registration, shall submit a copy of Registration certificate / Entrepreneur/s Memorandum part II (EM-II) certificate to avail benefit of excluding from paying tender fee / EMD.

4.2 INSTRUCTION TO TENDERS:

1. Bidders are requested to study the tender documents/Annexure carefully and understand the requirement, conditions etc. Before quoting. Offers should be strictly in accordance with the tender terms and conditions.
2. All the terms and conditions mentioned above, along with all Annexure, including the "**Industry Transport Guideline Version: 4.0**", shall form part of this tender.

3. No deletion or overwriting in the documents is permitted. Corrections, if any, should be attested under the full signature of the bidder.
4. Bids submitted after the due date and that not in conformity with the prescribed terms and condition and specification are liable to be rejected. BPCL shall take no responsibility for documents received after last date due to delay or any other reason and no claims on this account shall be entertained.

4.3 EVALUATION OF TENDER / RANKING OF BIDDER:

- 1) This Public Tender is floated in two bid system i.e. technical bid & price bid. Initially, the technical bids will be opened on scheduled date and will be evaluated on the following minimum qualification criteria shall be governed by Sr. No. 2.5 above.
 - a) The bidder shall have minimum 01 (one) owned truck of minimum carrying capacity 10 MT or more in his/her name (Individuals/Partners/Directors/Proprietor) with the age of the truck not exceeding 14 years as on due date of opening of the tender.
 - b) The min average annual financial turnover of the Bidder during the last 3 years ending 31st March 2018 shall be at least Rs. 09.00 Lakhs. Bidder shall also submit Audited balance sheets and profit and loss account for last three financial years
- 2) Price bids of only technically qualified tenderers, based on technical evaluation, will be opened on a notified date which will be communicated vide corrigendum in the e-procurement site.
- 3) Price Bids for each destination will be evaluated and awarded separately
- 4) BPCL reserves the right to reject the tender application of a tenderer, based on BPCL's experience with them on their past performance
- 5) Bidders will be listed in ascending order as per their ranking. Bidder with minimum financial outgo to BPCL for each destination will be ranked L-1. Bidder with the next lowest financial outgo will be ranked L-2 and so on. The list will include all the technically qualified bidders in the ranking based on the rates quoted by the respective bidders.
- 6) In case rates offered by L-1 Bidders are acceptable to the Corporation, number of truck/trucks quoted by the L-1 Bidders will be allocated up to the requirement. In case, rates offered by L-1 Bidders are on the higher side, negotiations / counter offer exercise will be carried out with such Bidders. Allocation of truck/trucks shall be at the revised rates accepted during the negotiation.

In case, for a particular ranking, truck/trucks offered are more than the requirement then the truck/trucks will be taken on pro-rata basis of owned truck/trucks offered by each Bidder. Preference will be given to Bidders on the basis of ownership of truck/trucks and age of vehicles. However, BPCL's decision on allocation of truck/trucks shall be final and binding on all the Bidders.

- 7) In case the truck/trucks offered by L-1 Bidders is not meeting full requirement, then the L-1 rates / revised rate accepted by L-1 Bidders would be offered to all the remaining Bidders and allotted based on their ranking and acceptance. In spite of the above exercise, if full requirement is not met, then negotiations / counter offers will be continued with the other Bidders in order of their ranking till the full requirement is met.
- 8) In case the bidders are not willing to match L1 rates, the balance Trucks requirement will be taken from other bidders in their order of ranking and Trucks will be allotted up to the full requirements and in such cases the corporation may decide, at its sole discretion to distribute the quantities amongst the

technically and commercially acceptable tenderers. Normally, the following distribution pattern will be adhered to: “The job will be distributed among tenderers and the allocation among them would be L1 80 % : L2 20 % (for 2 tenderers) and L1: 70 %, L2: 20%, L3: 10%.(for 3 tenderers)” BPCL’s decision in this regards shall be final

- 9) BPCL may decide, at its sole discretion to distribute the quantities amongst the technically and commercially acceptable Bidders.
- 10) At a particular ranking, truck/trucks offered by technically qualified SC/ ST Bidders have preference as per Govt. of India directives. The SC/ ST tenderers will not be eligible for any price preference or relaxation of standards.
- 11) In line with “Public Procurement policy for Micro and Small Enterprises (MSEs) order 2012”, 20 % of the total quantity shall be earmarked for procurement from MSEs, with a sub target of 20% (i.e. 4 % out of 20 %) shall be further earmarked for procurement from MSEs owned by Scheduled Caste or the Scheduled Tribe Entrepreneurs. Provided that, in the event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L-1 price, 4 % sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Schedule Tribe entrepreneurs shall be met from other Micro and Small Enterprises.

The above provision will be subject to MSEs quoting price within price band (L- 1+15%); i.e. L-1 plus 15 % and bringing down their price to L-1 in a situation where the L-1 price is from someone other than an MSEs. In case of more than one such MSEs, the supply shall be shared proportionately from the MSEs Party. Necessary certificate issued by Authorized body under the Ministry of Micro, Small & Medium Enterprises shall be valid as on the date of opening of the tender. All the technical specifications / techno commercial terms and conditions and the pre-qualification criteria are also to be fulfilled by the MSEs. In the event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L-1 price, the total quantity shall be distributed amongst non MSE bidders as above

Clarifications if any, on this matter is to be obtained from our office.

Note : BPCL’s decision on allocation of Trucks shall be final and binding on all the Tenderers. BPCL reserves the right to divide the work among successful Tenderers and BPCL’s decision in this regards shall be final.

BPCL reserves the right at its sole discretion to reject unworkable/ unviable rates quoted by tenderers. Such tenderers will be treated as disqualified and will be rejected. The decision of BPCL in this regard will be final and binding.

4.4 EARNEST MONEY DEPOSIT (EMD):

- 1) The bidder should submit an EMD of Rs.1, 00,000/- (Rupees One Lakh only) by Demand Draft (DD) / Pay Order drawn on any Nationalised/Scheduled Bank in favour of “M/s **Bharat Petroleum Corporation Limited**”, payable at **Kolkata** in a separate envelope marked “**EMD/Tender fee**” **superscripting tender No.: BPC/I&C/ER/BIT-PKD/MUZ/01/2019-22**” along with, Tender fee or MSE registration certificate (as applicable) at the address mentioned above before due date and time of opening of tender in the system, ie. **07.05.2019**.
- 2) Cheques or request for adjustment against any previously deposited EMD/ pending dues / bills / security deposits for other contracts etc. will not be accepted as EMD, and any offer with such stipulation will be treated as without EMD and shall be rejected.

- 3) No interest shall be payable on EMD.
- 4) EMD is liable to be forfeited, if the bidder modifies/ withdraws the offer and / or refuses to accept the LOI/ Work Order after acceptance of BPCL's offer within the prescribed validity of the Offer, or if the bidder does not furnish the required security deposit, or if the bidder is unable to position any or all offered truck/trucks within 15 days after the issuance of Letter of Intent/award of contract.
- 5) EMD shall be refunded only after finalization of the offer on the written request of the bidders.
- 6) In case tenderer wish to avail exemption from paying EMD and Tender fee under MSEs, they must submit attested copy of registration certificate issued by competent authority.

4.5 Negotiations:

- 1) The BPCL reserves the right to discuss with any or all the bidders. In such an event, BPCL shall invite the bidder for discussion solely at bidder's cost.
- 2) Only the proprietor of the firm or the legally authorized representative of the firm will be allowed to attend such discussions, at their own cost, as commitments made and/ or clarifications given during the discussions will be binding on the bidders. He/ She should carry the necessary authorization to attend such discussions and to hand over an authenticated copy of the same to BPCL's representative/s participating in discussions
- 3) No bidder shall be allowed to counter offer rates lower than the L1 rate.
- 4) Originals of the documents submitted as copies and the documentation to substantiate statements made in the tender document are to be produced for verification by the BPCL during negotiations or at any other time at the discretion of BPCL.
- 5) Any offer received from the bidder without being asked by the Corporation or if any counter offer is made, shall be treated as unsolicited offer from bidder and same shall be rejected summarily. Similarly, any offer received after due date and time stipulated by Corporation, shall not be considered.
- 6) As per Govt. guidelines, there is a reservation of 15 % for SC & 7.5 % for ST category. Allocation of Trucks for tenderer under SC/ST category shall be limited to the aforesaid numbers as per govt guidelines. The SC/ ST tenderers will not be eligible for any price preference or relaxation of standards.
- 7) Allocation of Trucks for bidders under SC/ST category shall be limited to the aforesaid number as per Govt. guidelines provided such bidders match the established L1 rate
- 8) Allocation to MSE is as per the guidelines and as specified in point 8 of 4.9 of reservation policy given below.

4.6 SECURITY DEPOSIT (SD):

- 1) Successful tenderers will be required to furnish Bank Guarantee (**BG**) at the rate of Rs. 1,00,000/- per Truck subject to a maximum of Rs. 5,00,000/- within 15 days of issuance of LOI. Successful tenderer is required to submit a Bank Guarantee strictly as per **Attachment 10** within 15 (Fifteen) days of issuance of LOI valid for a period of 3 years and 6 months.
- 2) Adjustment of EMD towards SD is permissible for the portion of SD payable by DD. Cash receipts for SD paid by DD will be issued by BPCL.

- 3) Any loss/ claim and/ or damage arising out of the performance of the contract would be adjustable against the SD. Any loss/ claims/ damages higher than SD will be recovered from payments due to the Transporter under this contract or deposits made by or payments due to the Transporter under any other contract with BPCL.
- 4) Interest is not payable on SD.
- 5) Security deposit would be refunded after six months of expiry of the contract on written request from the Transporter and with surrendering of the original cash receipt, subject to fulfilling all terms and conditions of the contract. In the event of loss/ misplacement of the cash receipt of the SD, the refund would be made only after the transporter furnishes an Indemnity Bond in the prescribed proforma, on non-judicial stamp paper of appropriate value (at transporter's cost), duly notarized.
- 6) Successful bidder will be entrusted with transportation work only after signing of Agreement and payment of Security Deposit amount.

4.7 CONTRACT PERIOD:

Unless otherwise specified or agreed to, the contract shall be awarded for 03 (**Three**) years from date of issuance of LOI. BPCL reserves the right to decide on the termination in between or continue till contract period is over.

4.8 EXECUTION OF AGREEMENT:

- 1) Successful bidders will be required, before undertaking the contract, to execute the Agreement and Integrity Pact documents , within 15 (Fifteen) days of the date of issue of the LOI and should physically place the truck/trucks at the location as per call ups given by BPCL. In case failure, BPCL will have right to reject the induction of such Truck/s .
- 2) Bidders are advised to carefully scrutinize the specimen set of Agreements and Forms attached with tender documents / downloaded from our website before submitting their tender in e-proc site.
- 3) When the person signing the tender is not the authorized signatory, necessary original Power of Attorney authorizing the signatory to act on behalf of the proprietor/ firm should be produced before signing the agreement, and notarized copy of the power of Attorney of the person authorising should be submitted for the record of BPCL.
- 4) Failure to execute the agreement and/ or furnish required Security Deposit within 15 (Fifteen) days of issue of LOI may render the bidder liable for forfeiture of Earnest Money Deposit and termination of contract without prejudice to the rights of BPCL to recover the damages under Law.
- 5) Partial non-placement of Trucks – (i) Forfeiture of Rs. 1 lakh per Truck from Security Deposit – maximum upto Security Deposit amount. (ii) Withdrawal of LOI and cancellation of contract, if the full complement of the Truck allocated (even if one Truck) but not placed by the transporter
- 6) All terms & conditions stipulated in the Notice Inviting Tender no **BPC/I&C/ER/BIT-PKD/MUZ/01/2019-22**, Guidelines for bidder, tender Terms & Conditions, Declarations, Agreement , Integrity Pact, Industry Transport Discipline Guidelines Version : 4.0 and other documents furnished with the Tender and related correspondence shall form part of the contract.

4.9 RESERVATION:

- 1) The provision of reservation will be 15% (fifteen percent) & 7 ½ % (seven and a half percent) for Scheduled Caste (SC) and Scheduled Tribes (ST) respectively on all India basis.
- 2) The members of SC/ ST desirous of offering the truck/trucks will have to participate in the tender floated by BPCL.
- 3) The SC/ST members should fulfil all tender conditions, and will not be eligible for any price preference or relaxation of standards.
- 4) The SC/ ST Party/Parties desirous of operating under partnership firm, or Private Limited Company or Public Limited Company or a Cooperative Society, or any other, should have all the partners or members of private / public / Cooperative firms belonging to the same category without exception, i.e. either SC or ST as the case may be.
- 5) A copy of Caste certificate for each individual member of a Partnership/ Public/ Private/ Cooperative Firm should be submitted along with offer s proof and for BPCL record purpose.
- 6) In the event of any of the members failing to submit the caste certificate as proof of belonging to SC/ ST category, the tender will be treated as a general category offer.
- 7) The registered owner/s of truck/trucks offered/quoted by the SC or ST bidders must also belong to the same category, either SC or ST, as the case may be. In other words, if the bidder is issued LOI/ Work Order under SC category, all the registered owners of truck/trucks offered / quoted against the particular LOI/ Work Order must also belong to same category, i.e. either SC or ST.
- 8) Confirmation of applicability of “Micro, Small and Medium development act, 2006 (MSMED Act 2006)
 - a) SELECTION CRITERIA: Selection of vendor {1 no; ie L-1 (for 100% qty)} will be based on “lowest financial outgo of the corporation over the period of contract”; and also as described below; under (b-1), (b-2) and (c).
 - b) 1. In line with “Public Procurement policy for Micro and Small Enterprises (MSEs) order 2012”, 20% of the total quantity shall be earmarked for procurement from MSEs, with a sub target of 20% (i.e. 4 % out of 20 %) shall be further earmarked for procurement from MSEs owned by Scheduled Caste or the Scheduled Tribe Entrepreneurs. Provided that, in the event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L-1 price, 4 % sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be met from other Micro and Small Enterprises.

2. The above provision will be subject to MSEs quoting price within price band (L-1+15%); i.e. L-1 plus 15% and bringing down their price to L-1 in a situation where the L-1 price is from someone other than an MSEs. In case of more than one such MSEs, the supply shall be shared proportionately from the MSEs party. Necessary certificate issued by Authorized body under the Ministry of Micro, Small & Medium Enterprises shall be valid as on the date of opening of the tender. All the technical specifications / techno commercial terms and conditions and the pre-qualification criteria are also to be fulfilled by the MSEs. In the event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L-1 price, the total quantity shall be given to non MSE L-1 bidder. Clarifications if any, on this matter is to be obtained from our office.

- c) In case of situation (b-1) and (b-2) above, bifurcating of 20% quantity; will be allocated out of 100% of the tendered qty. In such a situation, BPCL shall place two separate POs (one P. O. each on L-1, “Non-MSE-Vendor” for 80% of the tendered quantity and another P. O. on “MSE-Vendor” falling in the Price Band of (L-1+15%); i.e. L-1 plus 15 % and also subject to bringing down their price to L-1; for the remaining 20% of the tendered quantity). In case of more than one “MSE-Vendor” falling in the Price Band of (L-1+15%); i.e. L-1 plus 15 % and also subject to bringing down their price to L-1; the supply shall be shared proportionately from the earmarked quantity, as described in (B-2) above. In such a situation additional POs shall be placed by BPCL. Further, it is also to be noted that in case of MSEs owned by Scheduled Caste or the Scheduled Tribe Entrepreneurs, BPCL shall place an additional P.O. on “MSE-SC-ST”. However, qualifying terms and conditions for placement of P.O. and the quantity allocation shall be as described in (B-1) and (B-2) above. It is to be noted that choice of delivery locations will not be given to MSE party allocated 20 % of the tendered quantity vide purchase preference clause.

4.10 ESCALATION / DE-ESCALATION IN TRANSPORTATION RATES:

FORMULA FOR WORKING OUT ESCALATION/ DE-ESCALATION IN TRANSPORTATION

RATES ON ACCOUNT OF INCREASE/ DECREASE IN RETAIL SELLING PRICE OF HSD (Lowest Retail Selling Price of HSD) AT BPC'S MUZAFFARPUR CITY.

(A) Increase/ decrease in the transportation rate in Rupees per MT per KM will be as per the following formula:

Increase / Decrease in 1 litre of lowest RSP HSD at Muzaffarpur at BPC RO (with following clarifications)

$$Q \times 3.5$$

Where Q represents notional capacity of a Truck and it is taken as 15 MT and 3.5 represent distance (3.5 kms), which a Truck can run with 1 lit of HSD (loaded or otherwise) for the purpose of calculations.

- 1) The escalation / de-escalation of transportation rates shall be allowed every calendar month i.e. on 1st January, 1st February, and 1st March and so on as per the formulae given in **Schedule-2**.
- 2) Escalation / de-escalation shall be applicable as per increase / decrease in RSP (Lowest Retail selling price) of HSD, which will be the weighted average of the Lowest RSP of HSD (If more than one price revision) at Kolkata during immediate previous month, and the new transportation rates arrived at on the above date shall be applicable for subsequent month.
- 3) Only the increase / decrease in lowest RSP of HSD (amongst various grades of HSD) at BPC RO's in Kolkata shall be considered and the escalation / de-escalation factor shall apply.
- 4) The retail-selling price of HSD as on **01.03.2019, which is Rs 70.69 per litre**, has been considered for the price band offered. Escalation / de-escalation in transport rates will be done with effect from **01.03.2019** till the date of issue of LOI, and rates as on that date post escalation/de-escalation will be considered.

4.11 MISCELLANEOUS:

1. The bidder shall ensure that all the truck/trucks quoted / offered for the purpose of Packed Bitumen transportation shall be covered under valid **National Permit/ State Permits** as applicable for all the destinations at their own cost.

2. Although the minimum qualifying criteria stipulate minimum 1 (One) owned truck to be offered in contract, the bidders are free to offer additional owned or attached truck/trucks in the contract in line with estimated requirement as per Schedule A and provide the details in the Attachment 2 accordingly
3. Toll tax/Octroi/Entry incurred will not be reimbursed. In case, addition of new toll booth/Entry tax/Octroi or further revision in existing toll charges, the additional amount / new amount will be reimbursed on production of original receipt. Post GST implementation, the rules applicable at the time will be binding in the tender
4. Crash guard on all sides and airbags are required to be provided in all Truck. BPCL will give 4 months time for providing both crash guard / airbags after issuance of Letter Of intent to successful bidder
5. All truck/trucks provided supplied by the bidder for transportation of packed Bitumen under this contract should meet the axle load restriction.
6. The truck/trucks offered in the contract must possess valid permits and comply at all times during the tenure of the contract with, rules and regulations of Statutory/ Government authorities
7. BPCL shall have the right to assign the truck/trucks offered in any one offer to any contract on any route, temporarily or permanently, and the decision of the company shall be final and binding on the successful bidder.
8. No unsolicited correspondence / queries will be entertained while the award of tender is under review /consideration. BPCL regrets their inability to answer individual queries.
9. If any of the information submitted by the bidder is found to be incorrect at any time including the contract period, BPCL reserves the right to reject the offer terminate the transportation contract and reserves all rights and remedies available.
10. Neither the bidder nor the truck/trucks offered should have been holiday listed by any of the public sector oil companies
11. The contract is subject to compliance of MV Act, 1988, their provisions and also the State Motor Vehicle Rules, and subsequent notifications / amendments etc., by the bidder.
12. On frequent drum shortage, delay enroute, misbehaviour of truck crew member with BPCL/location staff or any such complaints, Corporation is free to take action including suspension of truck for any period or termination of the contract in line with Transport Discipline Guidelines 2016 (version 4.0) and amended guidelines or as Corporation may deem fit.
13. The Transporters to furnish Transporters Legal Liability Insurance Policy against each truck. The policy should cover Riot and Strike clause.
14. The offered truck/trucks must have retractable seat belts. The crew members of truck/trucks should be provided with safety equipments like helmet, safety shoes etc
15. Online submission of tender document is a confirmation that the bidders have fully read and understood the terms and conditions of this tender and have accepted the same in entirety. Tenders not submitted online will not be opened and considered for evaluation.
16. BPCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Also BPCL reserves the absolute right to reject any or all the tender/tenders solely based upon the past

unsatisfactory performance by the bidder/bidder's in BPCL, the opinion/decision of BPCL regarding the same being final and conclusive.

17. The terms “BPC”, “BPCL”, “The Corporation”, “The Company” and “Bharat Petroleum Corporation Limited” in the appropriate context means Bharat Petroleum Corporation Limited, a Company registered under Companies Act, 1956 and having its registered office at Bharat Bhavan I&II, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001 and its successors and assigns.
18. In the event of discrepancy in tender conditions as stated in this tender document and the on-line forms, the version of this offer document shall hold good.
19. BPCL reserves the right to withdraw or cancel this tender in full or in part at its sole discretion and without assigning any reason whatsoever at any time during the tender process.
20. In the event of unfortunate accident of the truck during transportation, the transporter should inform supply Plant/location/Territory Manager/ Ch. Manager Logistics (I&C) ER immediately over telephone followed by written communication.

4.12 DUPLICATION OF CLAUSE:

Whenever there is duplication of clause either in the terms and conditions or in the Agreement, the clause which is beneficial to BPCL, will be considered applicable at the time of any dispute.

5.0 GUIDELINES FOR TENDERS.

5.1 GENERAL:

- 1) This tender is for road transportation of Packed Bitumen ex BPC Muzaffarpur Bitumen COD, **Muzaffarpur Depot, Bharat Petroleum Coprn Ltd. Sherpur , Muzaffarpur, Bihar - 842005** for deliveries to customer located at West Bengal, Assam and North Eastern States .
- 2) Bidders shall log on to the e-procurement website <https://bpclproc.in> and register themselves.
- 3) The Bidder should download the tender document from e-procurement system on <https://bpclproc.in> and after carefully reading the same should be uploaded under his /her login ID, as token of acceptance of all terms & conditions therein
- 4) The system time (IST) that will be displayed on e-procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance
- 5) For any further clarification, please contact
 - a. Ch. Manager Logistics (I&C), ER
 - b. Contact no 033-22293272
- 6) **For tender condition clarification and e-bidding process, a Pre-Bid meeting shall be conducted on 24.04.2019 at 15:00 Hrs at the office of Ashiana Chamber, 3rd. Floor, Exhibition Road, Patna, Bihar - 800001** and bidders may please participate. Bidders are encouraged to seek all clarifications that they may require as regards the tender conditions /requirements. The bidder must inform a day in prior his details to Mr. P. P. Pramanick, Contact Number: 033-24293272
- 7) Successful tenderer must submit Copies of Registration Certificate, route permits, certificate of Fitness, interstate permit, Insurance Certificate etc., enclosed along with Tender form must be self-attested by the proprietor or director/partner of the firm IP, ITDG 2016 (version 4.0), agreement and security

deposit to the TM (I&C) Kolkata at the time of issuance of LOI, at the address given above. The original of these documents shall have to be produced for verification before the award of contract

- 8) This tender is in 2-bid system, comprising of **Technical Bid (Un priced) and Price Bid..**
- 9) The tender document shall be obtained / applied by the bidder in its own name as the tender document is not transferable.
- 10) The tender should be strictly in line with the terms and conditions. Any tender not conforming to the terms and conditions prescribed in the tender documents shall be summarily rejected
- 11) Counter terms and conditions from the bidder shall not be accepted. Tender with such counter terms & conditions shall be rejected.
- 12) All documents submitted on line form should be initialled on each page and signed with seal on the last page. Also, all corrections should be initialled. Overwriting on any tender document shall not be accepted.
- 13) Tender terms and conditions mentioned in the tender should be carefully studied. The online submission of tender by the Bidder under their Login ID is considered as a token of acceptance of the terms and conditions therein. Bidder should retain a copy of Tender document submitted online for his/her reference / record purpose
- 14) Bids submitted after the due date and time of closing of tender (i.e. after **15:00 hrs on 07.05.2019**) and / or not submitted in the prescribed format shall be rejected. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site and/or other documents (Tender fee, EMD or EMII) to be submitted physical form due to postal delay etc. No claims on this account shall be entertained.

5.2 TECHNICAL BID:

Submission of Technical Bid: Details of documents to be submitted on-line only. Documents mentioned below should be properly scanned and uploaded in the system.

Sr. No	Particulars	Submission of Documents Online Only	Submission of Physical document as part of Technical / Credential Bid in sealed Envelope.
1	Tender documents along with Annexure 1 to 3 under Bidders Login ID through e-procurement system on https://bpcleproc.in	√	
	Annexure 1 - Packed Bitumen transportation contract Agreement along with Schedule B	√	
	Annexure 2 - Integrity Pact	√	
	Annexure 3 - Indemnity Bond	√	
2	Particulars of Bidder as per Attachment-1	√	
3	Statement in respect of own/attached truck/trucks as per Attachment- 2	√	
4	Covering letter as per Attachment 3	√	

5	General Irrevocable Power of Attorney as per Attachment-4	√	
6	Affidavit as per Attachment-5	√	
7	Details of relationship with BPCL Directors as per Attachment-6	√	
8	Caste Certificate (wherever applicable) issued by Competent Authority as per format in Attachment-7.	√	
9	Undertaking for Attached Truck/trucks as per Attachment 8	√	
10	Declaration in A B & C as per Attachment 9	√	
11	Format of Bank Guarantee as per Attachment-10	√	
12	Oil Industry Transport Discipline Guideline Version 4.0 as per Attachment 11	√	
13	Process Compliance Statement as Attachment 12 and 12 a.	√	
14	Holiday Listing Declaration as per Attachment 13	√	
15	Self Attested acknowledged copy of the latest Income Tax Return filed and the copy of PAN Card	√	
16	Self Attested copy of previous 3 years audited annual report i.e. FY 2015-16, 2016-17 & 2017-18 (profit and loss account / Certification from CA)	√	
17	Self Attested copies of Partnership Deed or Certificate of Incorporation or Trading License	√	
18	Self Attested copies of Trading License or Company registration certificate.	√	
19	Self-attested copies of RC book, fitness, route permit, National Permit, Insurance of truck/trucks offered.	√	
20	Tender Fee by DD / Pay Order of Rs. 1150/-	√ (envelope A)	√
21	EMD by DD / Pay Order of Rs. 1,00,000/-	√ (envelope A)	√
22	Attested copy of MSE Registration (EM-II certificate)(if applicable)	√ (envelope A)	√

5.3 PRICE BID:

1) Bidder shall submit price bid online only by e-bidding through e-procurement system on <https://bpclproc.in> under their login ID only.

2) On line Price Bid should be quoted for the locations given below:

Sr no	Location	Rate in Figures	Rate in Words
1	Within State of Bihar 10 MT or more capacity truck upto 14.99 MT Capacity	Rs..... per MT/per KL **	Rupees & Paisa Only.**
2	Outside State of Bihar 10 MT or more capacity truck upto 14.99 MT Capacity - Plain area	Rs per MT **	Rupees & Paisa Only.**
3	Outside State of Bihar 10 MT or more capacity truck upto 14.99 MT Capacity - Hilly Area	Rs per MT **	Rupees & Paisa Only.**
4	Within State of Bihar 15 MT or more capacity truck -	Rsper MT **	Rupees & Paisa Only.**
5	Outside State of Bihar	Rs per MT **	Rupees & Paisa

	15 MT or more capacity truck – Plain Area	 Only.**
6	Outside State of Bihar 15 MT or more capacity truck – Hilly Area	Rs per MT **	Rupees & Paisa Only.**

**** not to write anything here.**

- 1) Bidders should quote rates for all locations listed above. In case any bidder has not quoted for all locations, their offer will not be considered
- 2) Bidders shall quote rates for all the Area listed above while submitting on-line bids on e-proc site
- 3) The prices have to be quoted within the price-band of floor price (min. price) & ceiling price (max. price) as stipulated in the on-line price bid. The system will not accept any price < than the floor price or > than the ceiling price
- 4) Please note that each location category would be evaluated and awarded separately.
- 5) No responsibility will be taken by BPCL for any delay due to connectivity and availability of website
- 6) No guarantee shall be given by BPCL to any definite quantity of work to be entrusted to transporter. However, the quantities given in schedule are purely indicative without any obligation to the company and cannot be made the subject matter of any claim at any time even if the quantities actually offered for handling during the period of contract are substantially less or more than estimated quantities indicated

Schedule A

EX BPCL MUZAFFARPUR BITUMEN COD TO VARIOUS CUSTOMERS IN WEST BENGAL, ASSAM AND NORTH EASTERN STATES

Truck size	APPX NO OF TRUCKS REQUIRES
(1) 10 MT or more upto 14.99 MT	23
(2) 15 MT or more	37

Notes:

1. The estimated Nos. given in the schedule are only indicative and are subject to change depending upon business requirement / demand for product at these locations.
2. The product demand varies significantly due to seasonality factor and as such, the movement of product is expected to get affected during certain months.
3. The Company reserves the right to induct additional truck/trucks/transporters, if so required, to meet business requirement for any or all locations.
4. In case any new location / customers are added to the list during the tenure of contract, the actual KMs to such locations shall be established by the Company and the same shall be applicable for payment of transport bills.

Technical Bid

Annexure-1

PACKED BITUMEN TRANSPORTATION CONTRACT AGREEMENT

THIS AGREEMENT made _____ day of _____ 2019 between Bharat Petroleum Corporation Limited, a Company registered under Indian Companies Act, 1913/ Companies Act, 1956 having registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai 400 001 hereinafter called 'THE COMPANY' (which expression unless repugnant to the context shall include its successors and assigns) of the ONE PART

And

M/S _____ a Proprietorship / Partnership Firm / Private Limited / Limited Company having registered office / place of business at _____ hereinafter called "THE CARRIER" or Carrier (which expression shall be deemed to include legal heirs and executors of the present constituents in case of firm or official liquidator in case of Company) of the OTHER PART.

WHEREAS the Company is engaged in refining Crude oil and storing, distributing and selling of the petroleum products and for this purpose require Truck/trucks for Road transportation of Packed Bitumen from **Muzaffarpur Depot, Bharat Petroleum Coprn Ltd. Sherpur , Muzaffarpur, Bihar - 842005** to various customers located at West Bengal, Assam and North Eastern States WHEREAS the Carrier is engaged in the business of operating truck and are interested in above transportation job of the Company.

Now therefore, it is agreed between the parties as follows: -

1. TRUCK/TRUCKS OFFERED IN CONTRACT; AVAILABILITY

(a) The Carrier owner of minimum 1 number truck shall provide the Company with sufficient specified truck/trucks within 24 hrs on demand to transport and deliver the packages as directed by company from company's despatching storage point to company's receiving storage point/company's customer from time to time. The Carrier is also require to produce a list of normal truck/trucks either owned by Carrier or attached giving details of engine no / chassis no with registration no of each such vehicles. Carrier has certified that it is the owner and / or sufficiently entitled to operate these truck/trucks.

(b) The carrier shall ensure that the truck is made available within 48 hrs of placing the indent failing which BPCL would be free to use the service of any other truck and recover the difference in transportation charges and additional expenses, if any, incurred by the company for engaging the other truck/trucks from the Carrier. In case of consecutive failure to palace truck/trucks against indent on 3 (Three) occasions, BPCL shall be at liberty to terminate the Contract without giving any notice and debar the party from participating in any future tenders for 3 years.

(c) The carrier shall ensure that in the event of break down or major repairs of any of the truck/trucks, Company at its sole discretion may accept any other truck of the Carrier for the period of breakdown/major repairs.

2. POSITIONING OF TRUCK/TRUCKS; RE-LOCATION

(a) Each truck shall be attached to BPCL's Plant at Muzaffarpur, the Company's despatching point. The truck shall require carrying packed bitumen drums from this despatching point to Company's other storage points (Receiving location) / customers as shall be instructed by Company from time to time.

(b) In the event of re-location of any despatching location / plant of the Company within 200 kms radius, the truck attached to the old despatch location shall get automatically attached to the new relocated plant and rate and other terms applicable to the old storage location plant shall apply to the new Storage Point.

(c) The Company shall be free to engage one or more additional Carrier, either to run concurrently or separately for transportation jobs from the same despatch Storage Point.

3. CONDITION OF TRUCK/TRUCKS' SAFETY; STATUTORY PROVISIONS

The carrier shall ensure at all times that:

(a) The truck/trucks provided to the company are maintained in sound mechanical conditions and shall have all fittings as per the standards laid down by the Company from time to time.

(b) The truck/trucks provide meet requirement of Company as regards safety and operational norms. The truck/trucks provided by the Carrier shall have wooded flooring and no angles should be protruding from the side of the truck body.

(c) The truck/trucks provided confirm to the statutory regulations of Motor Vehicle Act and other new acts/rules promulgated during the contract period. The truck/trucks shall also covered by valid registration certificate, road permits etc.

(d) The crew (driver/cleaner) posses all valid documents as required by Motor Vehicle Act and necessary clearance as stipulated by supply location, i.e. BPCL plant at Muzaffarpur, Bihar . The party must comply with mandatory requirement of Police verification for the entire crew member. The crew should also be experienced to handle packed drums for efficient operation.

(e) The truck posses the valid comprehensive Insurance policy.

(f) The truck/trucks provided are free from defects and if any defect is found in the truck/trucks by Company's representative, the same shall be rectified by the carriers immediately in accordance with the directions of the Company. However, the Company reserves the right to reject a truck, if found, in unsatisfactory condition; the truck/trucks so rejected shall be treated as not supplied.

(g) Safety helmets/safety shoes are provided for crew members as specified by the Company.

4. TAXES LEVIES & OTHER EXPENSES; INDEMNITY

- (a) Carrier shall be responsible for all taxes, levies and other cost of running the truck/trucks/transportation business which shall also includes-
- i) Salary wages and other benefits and claim of crew of truck/trucks and all members of Carrier's staff including labour used for loading / unloading / stacking.
 - ii) Payment of road tax, insurance and any other fees likes permit, route fees etc. levied by statutory authorities.
 - iii) Cost of fuel, lubricants, tyres, repairs etc.
 - iv) Compensation of any other benefit payable to truck crew and its other staff including labour used for loading / unloading / stacking or third party under any statute or regulation both under regular working and arising from accident etc.
 - v) Consequences arising out of their workmen's or representatives' defaults or negligence or violence or non adherence to Municipal / State / Central acts relating to carriage of goods.

- (b) Carrier shall keep company indemnified in respect of above. In case, Company is made liable to pay any part of above cost, the same shall be reimbursable by / recoverable from the carrier. The Company shall not be obliged to contest any claim made upon it for payment.
- (c) Carrier shall bear all expenses on labour engaged by them for loading and unloading of packed Bitumen drums at loading and unloading location.
- (d) It is agreed that the truck/trucks covered by this Agreement shall operate at the sole risk of the carrier. In no case, Company shall be held responsible for any loss or damage done to the truck while on the Company's work or parked in their premises
- (e) Carrier shall make their own arrangement for parking of their vehicles overnight and / or during holiday.

5. TRANSPORTATION RATES / CHARGES; TRANSPORT PAYMENTS

- (a) The Company will pay to the carrier, inclusive of all rates, as declared and detailed in work Order / LOI. These rates shall be valid for all roads and weather conditions and are calculated ex despatching location.
- (b) The rates shall be subject to escalation/ de-escalation given in **Schedule 2** of this agreement.
- (c) Octroi charges levied on the product shall be reimbursed by the Company against production of original receipts, wherever applicable.
- (d) The existing Entry/Transit/Bridge/Toll (Pathkar) taxes paid by the carrier for their truck/trucks while transporting the products under this contract shall not be reimbursed by the Company. However, any such new charges levied by the authorities after the date of this agreement shall be reimbursed subject to documentary evidence of new / revised charges coming into effect from that date. However, the Company's decision on whether any charge is reimbursable or not shall be binding on the carrier.
- (e) The transport charges payable under this agreement are based on shortest route approved by Company one way trip basis. The Company would be entitled to revise these distances from time to time, including retrospectively, which would be binding on the carrier. Difference in transportation charges arising out of this revision will be recoverable / payable from the date of Agreement or effective date of such revision, whichever is later. Freight charges shall be calculated on gross weight for bitumen drums, polyethylene packets / any other packages.
- (f) The procedure for payment of transport bills and reimbursement of octroi charges prevalent in the company from time to time would be binding on the carrier.
- (g) The Company has not guaranteed any minimum billing/mileage or loads for any period whatsoever. Hence Company will not responsible for their inability in offering any load on any day during any particular period and no idle charges etc. would be payable. The Company shall provide the carrier with transport work hereunder as and when considered necessary and shall not be bound to give or entrust all the transport work to the carrier. Nothing herein contained shall prevent the Company from engaging any other carrier to carry our transportation work similar to the work entrusted to the carrier. The company reserves the right to appoint two or more carriers as it deems necessary towards achievement of efficient, timely and effective supplies.
- (h) The carrier shall provide consignment notes for each consignment on a daily basis to the loading location.
- (i) The carrier shall provide transportation bill to the base location for the consignment carried during the month by 10th of the following month.

5 SECURITY DEPOSIT:

- (a) The Carrier shall deposit a sum of Rs. 1,00,000/- (Rupees One Lakhs only) per truck offered by way of **DD/Pay Order** drawn on any scheduled/nationalised bank payable at Kolkata in favour of "Bharat Petroleum Corporation Limited" as Security Deposit and Bank Guarantee for Rs.5 Lakhs (Rupees Five Lakhs Only) for a period up to 6 months beyond contract terms of this Agreement. This sum shall not bear any interest.

(b) Company shall be entitled to adjust any sum due to it from the Security Deposit amount and / or any transport / other charges / dues pending for payment to the Carrier against any other contract. The decision of the Company will be final and binding on the Carrier.

7. LOADING / UNLOADING OF TRUCK/TRUCKS; RE-LOCATION OF DESPACH / RECEIPT LOCATION:

- (a) The carrier shall be responsible, amongst other things, for loading of packages from any location in the Company's despatching point and unloading at destinations. The carriers will provide minimum 3 loaders per truck or additional as required for effectively carrying out loading / unloading job at their own cost. All the instruction of the Company with regards to the same would be binding on the carrier.
- (b) The carrier shall satisfy themselves as to the condition of the packages to be transported before loading in to the truck/trucks. Once loaded, they will be deemed to have been collected in sound and non leaky conditions.
- (c) Special care must be exercised by the carriers with handling the packages for loading/unloading and stacking. It is essential that all the packages and barrels are handled in such a manner that no damage is caused to them even during transit. Throwing or dropping of packages and stacking of packages beyond limits specified by the Company are not permitted at any time. In the event of any damage to the packages and / or loss of content due to improper handling of the packages of which the Company will be the sole judge, the cost of packages damaged and / or product loss will be recovered from the carrier's bills at destination retail selling price ruling on the date of such loss.
- (d) While loading the packages in the truck/trucks, proper care is required to take a specified by the company so that friction between the packages does not occur while in transit.
- (e) The Carrier shall arrange to protect and cover packages entrusted to them for transportation with tarpaulin and / or any other appropriate protection whenever such protection is necessary against weather etc. and will take all possible care to ensure safe delivery of package in good and marketable condition at Company's specified receiving storage points.
- (f) Only the crew of the truck and authorised representative of the carrier shall be allowed entry inside the Company's storage points.
- (g) The carrier, if called upon by the Company to load the packages from more than one storage point from the re-located dispatching point in the event of its re-location and deliver the same at the destination station at more than one location within 100 kms radius of the specified destination city/town and that in such eventuality, the freight payable shall be for the revised distance as determined by the Company.

8. QUALITY / QUANTITY OF PRODUCT:

- (a) The Carrier shall be solely responsible for quantity and quality of the products received by him for transportation and acknowledgement by any member of Crew of the truck/trucks or by any other authorized person of the Carrier by way of signing on the Challan or any other Dispatch Document shall be sufficient proof of acceptance of product quantity and quality by the Carrier.
- (b) The packages shall be deemed to be in the possession of the carriers from the time they commence handling the packages for the purpose of loading and transportation, upto the time the packages are safely unloaded and stacked.
- (c) If any shortage in quantity and / or variation in quality of product is found at any stage after the truck/trucks leaves the Dispatch/ Storage Point up to receiving location, the Carrier shall be responsible for the same irrespective of reason and Company would be entitled to the following-
 - i) In case shortage or loss of product due to whatever reason, recovery will be done at Retail selling price at destination location or despatching location, whichever is higher and transport charges for the shortage quantity ruling on the date of such loss.

ii) In case of variation in quality, the company at its sole discretion may dispose-off the contaminated product. All expenses / losses and cost of the product in this connection as determined by the Company shall be recoverable from the Carrier.

iii) The above would be in addition and without prejudice to Company's right of termination of this agreement as per clause 15 of this agreement.

(d) The carrier shall ensure that packages are delivered at the destination promptly within the delivery period. The Company reserves the right to impose a penalty on the carrier @ Rs. 100/- per day of delay and such penalty shall be recovered from the carrier's bills unless satisfactory explanation is given by the carrier for the delay.

9. DELEVERY OF DOCUMENTS:

Carrier shall be responsible for ensuring that:

- a) Working rules and regulation of the Company in force are followed by him/his representative and crew of his truck.
- b) The crew has the correct delivery documents, signatures along with rubber stamp of recipient are obtained on the delivery documents after delivery of the product to the receiving locations.
- c) Receipted delivery documents pertaining to delivered made are handed over to the dispatching location of the Company immediately but not later than 7 days of completing the delivery.

10. ACCIDENT:

- a) In the unfortunate event of an accident of a truck carrying Company's product, the Carrier shall report the accident to the Territory Manager (I&C), Kolkata /Despatching & Receiving locations immediately in writing.
- b) The carrier shall immediately make necessary arrangements at their own cost to salvage the packages / product from the truck originally packed grades to the location as directed by the Company at carriers cost. Any experience on this account as well as the cost of damages / missing packages / product short delivery due to the accident shall be on carriers account.

11. DELIVERY OF PRODUCT; TRANSHIPMENT:

The carrier shall ensure that:

- a) The truck delivers the product to the consignee specified.
- b) The truck follows the normal / approved route from the dispatch location to the receiving location and average trip-times are maintained.
- c) The consignments are delivered to the receiving location in the same truck or container in which it was loaded at the despatch location.
- d) No transhipment of consignment from the original truck, which took the load from the dispatching location in to another truck, is done except with the prior permission of the Company.

12. LOSS / DAMAGE OF PRODUCT:

(a) Carrier shall be responsible for any loss or damage caused to the Company's product or property by negligence or default of its crew, authorised representative or truck. This will also include confiscation of Company's product delivered to the carriers by any statutory authorities.

13 SUB-CONTRACTING: CHANGES IN THE CONSTITUTION OF THE FIRM:

- (a) The carrier shall not be entitled to assign, subrogate, sublet or part with its right, title and interest under this agreement for any reason whatsoever, or change the ownership of / their rights on the truck/trucks.
- (b) The carrier shall not cause or allow any change in the constitution of its firm without obtaining the previous written consent of the company.

14. NON PERFORMANCE/FORCE MAJEURE:

Neither the party to this agreement shall be liable for the non-performance of any of its obligation under this agreement so far as such non-performance is occasioned by conditioned of the Force Majeure. The force Majeure means the natural calamity like floods, earthquakes and other acts of god and riots etc. the notice of occurrence of any such calamities shall be given by the affected party within the period of 24 hrs of occurrence of such calamities. The performance of the respective obligation of the parties under this agreement shall be resumed as soon as such calamities which have resulted in the non-performance cease to occur.

15. CONTRACT PERIOD; TERMINATION:

1. This agreement shall be valid for 3 **(Three) years from date of issuance of LOI** . However, Company reserves the right to terminate this agreement by giving 2 months advance notice without being liable to give any reason or pay any compensation.
2. Notwithstanding anything to the contrary contained herein above, Company reserves the right to terminate this agreement forthwith upon or at any time after happening of the any of the following-
 - (a) If the carrier, its proprietor or any partner is adjudicated insolvent or become bankrupt or goes in to liquidation whether voluntary or otherwise.
 - (b) If attachment if execution of a decree is passed against the carrier, its proprietor or any of its partner.
 - (c) If road permits or statutory licenses / permission granted to carrier/its truck/trucks by transport or any statutory authorities is cancelled or revoked.
 - (d) If any of the statement made by the carrier in the offer is found to be incorrect any time, guilty of breach of any of the terms or condition of this agreement, commits or suffers or suffers to be committed any act which in the opinion of the Company whose decision shall be final is prejudicial to the good name of the Company or its product.
 - (e) In the event of unfortunate death or retirement of the proprietor or any of the partner of the firm. However, in case Company does not exercise this option the agreement shall continue as between the Company and surviving / continuing partners of the carriers. The legal representative of the deceased partner of the retiring partner himself shall be liable for all the obligation of the carrier incurred up to the date of death or retirement shall not be entitled to claim for the Company any portion of the security deposit. Company shall not account for security deposit to the surviving or the continuing partners. The death or retirement of any partners shall be notified by the carriers of the Company in writing within 24 hrs of such death or retirement.
 - (f) If the crew of the carrier, commits any unsafe act such as rash driving, accident, non adherence to safety gridlines and not using safety / protective equipment etc. within or outside BPCL premises.
 - (g) If the carrier, its proprietor or its partner or truck/trucks crew misbehave (abuse or threat or assaults on manhandles) with consumers/dealers/or with employees of the BPCL.

16. ARBITRATION:

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Company against the Licensee or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director (Marketing) of the Company or of some Officer of the Company who may be nominated by the Director (Marketing). The licensee will not be entitled to raise any objection to any such

arbitrator on the ground that the arbitrator is an officer of the Company or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Company, he had expressed view on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director (Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director (Marketing) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an officer of the Company if the Director(Marketing) does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director (Marketing) of the Company or a person nominated by such Director (Marketing) as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.

- b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute, before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- c) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, shall be entitled to prefer a cross-claim, counter claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Director (Marketing) for such counter-claim, cross claim, or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Director(Marketing).
- d) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
- e) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims of cross claims of the parties.
- f) The arbitrator shall be entitled to direct any one of the parties to pay the costs to the other party 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 proportion to meet the arbitrators expenses whenever called upon to do so.
- g) The parties hereby agree that the courts in the city of Kolkata alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed (if so required) in the concerned courts in the city of Kolkata only.

17. JURISDICTION:



The parties hereby agree that the court in city of Kolkata alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of anything arising under this Agreement.

18. ALTERATION IN THE AGREEMENT:

This Agreement covers entire understanding between the parties and no alteration / variation of any of the terms of this Agreement shall be valid unless made with the consent of both the parties and evidenced in writing duly signed by authorized representatives of both the parties.

19. NOTICE:

All notices and other communications to be given under this Agreement by either party to the other shall unless otherwise specifically agreed be given in writing by Registered Post or hand delivery against acknowledgement to the following addresses of the respective parties.

Territory Manager (Indl), Kolkata
BHARAT PETROLEUM CORPORATION LIMITED
BHARAT BHAVAN,
31, P. M. G. Shah Road,
Golf Green, Kolkata - 700 095

Name of Carrier: _____

Address, _____

For CARRIER:

M/s. _____
 (PROP. /PARTNER/DIRECTORS)

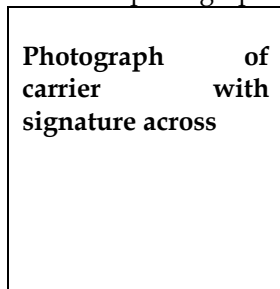
WITNESS: -----

For BPCL:

M/s. _____
 (Authorized Signatory)

WITNESS: -----

Self attested passport size recent colour photograph of the Carrier (Authorised Signatories)



Technical Bid

Schedule B

FORMULA FOR WORKING OUT ESCALATION/ DE-ESCALATION IN TRANSPORTATION

RATES ON ACCOUNT OF INCREASE/ DECREASE IN RETAIL SELLING PRICE OF HSD

(A) Increase/ decrease in the transportation rate in Rs per MT will be as per the following formula:

Increase / Decrease in 1 litre of lowest HSD RSP at Kolkata city in BPC R.P.O. (with following clarifications)

$$Q \times 3.5$$

Where Q represents notional capacity of a truck and it is taken as 15 MT and 3.5 represent distance (3.5 kms), which a truck can run with 1 lit of HSD (loaded or otherwise) for the purpose of calculations.

NOTE:

- 1) The retail-selling price of HSD as on **01.03.2019** will be the base price.
- 2) The escalation / de-escalation of transportation rates will be allowed every month i.e. on 1st January, 1st February, 1st March, 1st April etc.,
- 3) Escalation / de-escalation shall be applicable as per increase / decrease in RSP (Lowest Retail selling price) of HSD, which will be the weighted average of the lowest RSP of HSD during immediate previous month, and the new transportation rates arrived at on the above date shall be applicable for subsequent month.
- 4) Only the increase / decrease in lowest RSP of HSD (amongst various grades of HSD) at Kolkata in BPC RO shall be considered and the escalation / de-escalation factor shall apply.

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Annexure-3

(On a non-judicial stamp paper of Rs. xxx/-as applicable on date and statute)

INDEMNITY BOND

This Indemnity Bond executed on this day of Two thousand Sixteen by M/s. and having its registered Office at hereinafter called the said Transporter/s (which expression shall mean and include the partner or partners for the time being of the firm and also include their or his respective heirs, executors, administrators, its successors and assigns in law) in favour of Bharat Petroleum Corporation Limited, a Company registered under Indian Companies Act, 1913 having registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai 400 001 hereinafter called 'THE COMPANY' (which expression unless repugnant to the context shall include its successors and assigns) of the ONE PART

And

M/S a Proprietorship / Partnership Firm / Private Limited / Limited Company having registered office / place of business at hereinafter called "THE CARRIER" or Transporter (which expression shall be deemed to include legal heirs and executors of the present constituents in case of firm or official liquidator in case of Company) of the OTHER PART.

WHEREAS the Corporation has awarded transport contract to the said Carrier for transportation of Packed Bitumen for **3 (Three) years from date of issuance of LOI** i.e. w.e.f. _____ as per contract agreement signed and WHEREAS the said Transporter has offered Nos. of truck/trucks to the Corporation owned by the said Transporter andNo. of truck/trucks attached to their firm but not owned by them and declared under their control as their own. Details of these Trucks are given in the list attached to the said transport contract Agreement.

AND WHEREAS the Carrier offers the aforesaid number of truck/trucks either owned by them and/or declared by the Carrier claiming as their own or any addition of truck/trucks made subsequent to the award of contract and declared as (either owned directly or attached to the firm).

AND WHEREAS the said Carrier has requested the Corporation to accept the said Trucks and the additional Trucks made available subsequent to the award of contract, offered under the requisition slip of the said Transporter and the said Transporter has agreed to execute this Indemnity Bond.

It is, therefore, the intent of the Indemnity Bond of M/s. _____ the said Carrier to indemnify and keep indemnified the Corporation as stated hereinafter:

1) The said Transporter hereby agrees and undertakes to abide by all the terms and conditions of the tender and the transport contract agreement and that the said Transporter shall be solely and absolutely responsible and liable with regard to the said truck/trucks and the additional truck/trucks made available subsequent to the award of contract and keep the Corporation indemnified against any loss, damage, liability and/or third party claim, whatsoever, which the Corporation may suffer due to utilisation of the said truck/trucks and the additional truck/trucks made available subsequent to the award of contract, not owned by the said Transporter.

2) M/s., the said Carrier, hereby undertakes to indemnify and keep indemnified the Corporation against all losses, damages and claims of whatsoever nature which may arise against the Corporation by way of utilisation of the said truck/trucks and the additional truck/trucks made available subsequent to the award of contract, due to accident, negligence of the driver / cleaner or other staff of the truck or due to the truck operator getting involved in any criminal act of whatsoever nature and



**BHARAT PETROLEUM CORPORATION LIMITED
TERRITORY MANAGER (I&C), KOLKATA**

Bharat Bhavan, 31 Prince Gulam Mohd Shah Road, GOLF GREEN , KOLKATA – 700 095
TEL NO: 033-2429 3063; 033-24293272; FAX NO. 033-2429 3282

the said Carrier undertakes and hold himself liable and responsible for all these losses, damages and/or liabilities without involving the Corporation therein.

3) M/s. , the said Carrier further undertakes to indemnify and keep the Corporation indemnified against all suits, litigations / court proceedings, demands, claims or any action which may arise against the Corporation due to utilisation of the said truck/trucks and the additional truck/trucks made available subsequent to the award of contract.

4) Finally, M/s., the said Carrier undertakes that all the terms and conditions of the tender and transport contract agreement.....shall be applicable and the said Transporter shall be liable as per these terms and conditions for the utilisation of the said truck/trucks and the additional truck/trucks made available subsequent to the award of contract, offered to the Corporation in the same manner as if these truck/trucks are owned by the said Transporter.

SIGNATURE:
NAME:
(Signed as Proprietor / Partner / Director)
NAME & ADDRESS
OF THEIR FIRM

.....
BEFORE ME
PUBLIC NOTARY

Technical bid

PARTICULARS OF THE BIDDER

Attachment-1

Category:	SC	ST	GENERAL
------------------	-----------	-----------	----------------

(Please tick whichever is applicable)

Sr. No	Particulars	Please provide information here.
1	Name of Party:	
2	a. Registered Office Address:	
	b. Address for Correspondence:	
	c. E-mail ID:	
3	Contact Details:	
	Telephone No. :	
	Mobile No.:	
4	Status of Party viz. Individual, Firm, (Proprietor, Partnership Limited co. etc.)	
5	Name/s of Proprietor/Partners/ Directors of the Company:	
6	Year of establishment Registration No. PAN No.	
7	Please provide previous 3 years annual turn-over in Rs. lakhs.	2015-16:
		2016-17:
		2017-18:
8	Whether the Party (Proprietor/Partners/ Directors of the Company) are related to (as defined under Companies Act 1956) any of Directors of BPC. If yes, please give details:	
9	Whether the Party is existing dealer / distributor of BPC. If yes, please give details.	
10	Whether the Party has previous transportation experience. If yes, pl provide details as under: Name of the Oil Company: Contract Reference No.: No. of truck/trucks in Contract: Contract Validity:	
11	Whether the Party has previous transportation experience with BPCL. If yes , pl provide details as under: PCVO code Location :	
12	Whether the Party has ever been black-listed by any Oil Company. If yes, please give details: Name of the Oil Company: Year of black-listing:	



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13	Whether any litigation / court case is pending against the Party which may affect the Party's obligation to this contract, if awarded.	
13	No. of truck/trucks offered by the Party against this Offer: Own truck/trucks: Attached truck/trucks:	

I / We confirm that the information furnished above are true and open for verification at any time.

Name of Authorised Signatory:

Signature of Authorised Signatory:

Date / Place:

Technical Bid

Attachment-2

FORM - 'B'

STATEMENT TO BE FURNISHED BY BIDDER IN RESPECT OF OWN / ATTACHED TRUCK/TRUCKS OFFERED IN THE OFFER.

(Particulars to be filled by the Party)

Name of the Bidder: _____

PARTICULARS OF TRUCK/S OFFERED													
Sr. No.	RTO Reg n. No	Date of Registration	Make & Model	Owner Attached	Engine No.	Chassis No.	Cap	Name of Owner of Truck	Relation with the Bidder	Affidavit furnished by Bidder (Y/N)	Age of Truck	Whether the Truck is running in some other contract (Y/N)	Whether the Truck has been black listed any Oil Co. (Y/N)
1													
2													
3													
4													
5													

1. Please attach an attested photocopy of the RC Book of the each truck offered, both owned & attached truck/trucks in the tender.

2. For attached truck/trucks, an affidavit from the Owner/s of the truck as per the format provided must be attached in original.

3. The truck/trucks offered should not be more than 14 years old as on the due date of tender ie **17.04.2019**. Moreover, if any truck offered in this contract completes 14 years, the bidder must provide a replacement truck as per the terms of the contract.

This is to certify that the details as furnished by us have been verified and found correct. If any information is found to be incorrect, the contract awarded to us shall be liable to be cancelled by BPCL and we shall be liable to pay to the Corporation such damages as Corporation may be put to due to termination of the contract.

We also undertake that should there be any action against the Corporation on account of award of contract in our favour on the basis of misrepresentation, we shall keep the Corporation completely indemnified against all the losses/damages, litigation, court action etc. This undertaking forms a part of contract agreement.

The above certification is true and if subsequently any of above declaration is found false or suppressed, action as deemed fit in respect of the Truck or me as a transporter can be taken by BPCL.

Signature: _____



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(Signed as Proprietor/Partner/Director)

Name: _____

Name / Seal of the firm: _____

DATE/PLACE: _____

Technical Bid **BIDDER'S COVERING LETTER**

Attachment-3

FROM:

M/s. _____

 (Name and Address of the Bidder)

To:

Territory Manager (I&C)
Bharat Bhavan,
Bharat Petroleum Corpn Ltd.,
31 P. G. M. Shah Road, Golf Green
Kolkata - 700 095

Dear Sir,

Sub: PACKED BITUMEN TRANSPORT CONTRACT EX BPCL MUZAFFARPUR DEPOT, BHARAT PETROLEUM COPRN LTD. SHERPUR, MUZAFFARPUR, BIHAR - 842005. TENDER REF. BPC/I&C/ER/BIT-PKD/MUZ/01/2019-22

With reference to your subject tender, we confirm having carefully read and understood various conditions / documents supplied with the offer.

We confirm having participated in the tender and submitted the required documents.

We hereby submit the following technical bid documents only on line, duly signed/sealed and complete in all respect and the same shall be submitted in physical form in case the job is awarded to me.

Sr. No	Particulars	Submission of Documents Online Only	Submission of Physical document as part of Technical / Credential Bid in sealed Envelope.
1	Tender documents along with Annexure 1 to 3 under Bidders Login ID through e-procurement system on https://bpcleproc.in	√	
	Annexure 1 - Packed Bitumen transportation contract Agreement along with Schedule B	√	
	Annexure 2 - Integrity Pact	√	
	Annexure 3 - Indemnity Bond	√	
2	Particulars of Bidder as per Attachment-1	√	
3	Statement in respect of own/attached truck/trucks as per Attachment- 2	√	
4	Covering letter as per Attachment 3	√	
5	General Irrevocable Power of Attorney as per Attachment-4	√	

6	Affidavit as per Attachment-5	√	
7	Details of relationship with BPCL Directors as per Attachment-6	√	
8	Caste Certificate (wherever applicable) issued by Competent Authority as per format in Attachment-7.	√	
9	Undertaking for Attached Truck/trucks as per Attachment 8	√	
10	Declaration in A B & C as per Attachment 9	√	
11	Format of Bank Guarantee as per Attachment-10	√	
12	Oil Industry Transport Discipline Guideline Version 4.0 as per Attachment 11	√	
13	Process Compliance Statement as Attachment 12 and 12 a.	√	
14	Holiday Listing Declaration as per Attachment 13	√	
15	Self-Attested acknowledged copy of the latest Income Tax Return filed and the copy of PAN Card	√	
16	Self-Attested copy of previous 3 years audited annual report i.e. FY 2015-16, 2016-17 & 2017-18 (profit and loss account / Certification from CA)	√	
17	Self-Attested copies of Partnership Deed or Certificate of Incorporation or Trading License	√	
18	Self-Attested copies of Trading License or Company registration certificate.	√	
19	Self-attested copies of RC book, fitness, route permit, National Permit, Insurance of truck/trucks offered.	√	
20	Tender Fee by DD / Pay Order of Rs. 1180/-	√ (envelope A)	√
21	EMD by DD / Pay Order of Rs. 1,00,000/-	√ (envelope A)	√
22	Attested copy of MSE Registration (EM-II certificate)(if applicable)	√ (if applicable)	√ (*envelop) (if applicable)

- EMD vide **DD/Pay Order** no. _____ dated _____ drawn on _____ (name of the Bank) for Rs _____ in favour of BHARAT PETROLEUM CORPORATION LTD, payable at Kolkata.
- Tender fee vide **DD/Pay Order** no. _____ dated _____ drawn on _____ (name of the Bank) for Rs 1150/- in favour of BHARAT PETROLEUM CORPORATION LTD , payable at Kolkata.
- EM II registration certificate (if applicable)

(These instruments /documents shall be given to BPCL before opening of the tender In envelope A)

I am / we are authorized to sign this tender as Proprietor or as per Power of Attorney issued by all other Partners / Directors as per Attachment-8.

Thanking you,

Yours Faithfully,

Signature / Seal of the Party:

Name and Address of the Party:

Place / Date:

Technical Bid

GENERAL IRREVOCABLE POWER OF ATTORNEY
(On Non-Judicial Stamp Paper as prescribed in the respective State)

Attachment-4

We, the undersigned (1) Shri _____ (2) Shri _____ (3) Shri _____ all residing at _____ the Partners / Directors of M/s _____ having its registered office at _____ do hereby nominate, authorize and appoint Shri _____ & Shri _____ who are our Partners/Directors in the firm to act as attorneys of our firm M/s _____ with full power and authority to exercise the following powers or any of them on our behalf and on behalf of our firm:

i) To sign, seal, execute, perfect and/or complete the tender document of Packed bitumen Transportation contract ex BPCL's plant at Kolkata and also other relevant documents required by M/S _____ Corporation Ltd. (hereinafter called The Company) in respect thereof.

ii) To negotiate, enter into correspondence with the Company and do all and everything necessary suitable or proper with regard to the said tender for transportation of petroleum products.

iii) To sign, seal, execute, perfect and/or complete Packed Bitumen Transportation Contract Agreement and all and/or any other document, Indemnity Bond etc. required by the Company in connection with the said Transport Contract Agreement.

iv) To do all acts, deeds, as may be necessary for and incidental to the execution of proper performance of the said transport contract agreement with BPCL.

We the said partner(s) do hereby agree to allow verify and confirm all and whatsoever the said Shri _____, and Shri _____ shall or may do or cause to be done in or about the said tender and the Packed Bitumen Transport Contract Agreement, the execution and proper performance thereof by virtue of these presents.

This Power of Attorney shall remain irrevocable till the validity period of our quotation/Transport Contract Agreement / or refund of our Security Deposit whichever is later.

In witness whereof, we have hereunto set and subscribed our hands at _____ this _____ day of _____ Two thousand _____.

Signatures

Signed, Sealed and delivered by 1) Shri _____ the within named partners/ 2) Shri _____ Directors of M/S _____ 3) Shri _____

Before me.

Notary public

(Notary's Stamp)

Technical Bid

AFFIDAVIT

Attachment-5

(On Non-Judicial Stamp Paper of Rs. 100/- or as prescribed in the respective State)

I/We _____, S/O Shri _____ resident of
_____, do hereby solemnly affirm and declare as

under:

1. That, I am / we are the owner/s of the following truck/trucks:

<u>Registration No.</u>	<u>Chassis No</u>	<u>Engine No.</u>	<u>Make / Model</u>
-------------------------	-------------------	-------------------	---------------------

i)

ii)

iii)

iv)

v)

2. That, the aforementioned truck/trucks are attached and shall remain attached with M/s _____ (vendor name) till the validity of Transport Contract for Packed Bitumen drums if awarded by M/s. Bharat Petroleum Corpn. Ltd in favour of M/s. _____ (vendor name) .

3. That, during the said contract period, M/s. _____ (vendor name) shall have full rights of operating the said truck/trucks and receiving consideration for such operation.

4. That, I / We also declare that the truck/trucks mentioned in Item 1) above are not in contract with any other Oil Company.

DEPONENT

VERIFICATION:

Verified that the contents of the above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

DEPONENT

Verified at _____ on _____.

Notary Public

Technical Bid

SC/ST CERTIFICATE

Attachment-7

A bidder who claims to belong to one of the Scheduled Castes / Schedules tribes should submit in support of his claim a certificate issued within one year preceding the date of the opening for the Tender for transportation of Bulk Bitumen, in original, with a copy thereof, in the form enclosed from the District Officer or the sub-Divisional Officer or any other Officer as indicated in the enclosed form, of the District in which his parents (or surviving parents) ordinarily reside who has been designated by the State Government concerned as competent to issue such a certificate. If both his parents are dead, the officer signing the certificates should be of the district in which the bidder ordinarily resides otherwise than for the purpose of his own education. The enclosed format is to be used for the purpose.

-----**Form of certificate to be produced by a candidate belonging to a Scheduled Caste or Scheduled tribe in support of his claim.**

FORM OF CASTE CERTIFICATE

1. This is to certify that Shri / SMT / Kumari* son / daughter* ofof village / town*in district / division*.....of the State / Union Territory*..... belongs to thecaste / tribe* which is recognized as Scheduled Caste / Scheduled tribe* under:

- @The Constitution (Scheduled Castes) Order, 1950
- @The Constitution (Scheduled Tribes) Order, 1950
- @The Constitution (Scheduled Castes) (Union Territories) Order, 1951
- @The Constitution (Scheduled Tribes) (Union Territories) Order, 1951
- (As amended by the Scheduled Castes and Scheduled Tribes Lists (Modification) Order, 1956, The Bombay Reorganization Act, 1960. The Punjab Reorganization Act, 1966, The State of Himachal Pr. Act. 1970; the North Eastern Areas (Reorganization) Act, 1971 and Scheduled tribes Orders (Amendment) Act, 1976.)
- @The Constitution (Jammu & Kashmir) Scheduled Castes Order, 1956
- @The Constitution (Jammu & Kashmir) Scheduled Tribes Order, 1989
- @The Constitution (Andaman & Nicobar Islands) Scheduled Tribes Order, 1959
- @The Constitution (Dadra & Nagar Haveli) Scheduled Castes Order, 1962
- @The Constitution (Dadra & Nagar Haveli) Scheduled Tribes Order, 1962
- @The Constitution (Pondicherry) Scheduled Castes Order, 1964
- @The Constitution Scheduled Tribes (U.P.) Order, 1967
- @The Constitution (Goa, Daman & Diu) Scheduled Castes Order, 1968
- @The Constitution (Goa, Daman & Diu) Scheduled Tribes Order, 1968
- @The Constitution (Nagaland) Scheduled Tribes Order, 1970
- @The Constitution (Sikkim) Scheduled Castes Order, 1978
- @The Constitution (Sikkim) Scheduled Tribes Order, 1978

2. Application in the case of Scheduled Castes/Scheduled Tribe persons who have migrated from one State / U.T.:

This certificate is issued on the basis of the Scheduled Castes / Scheduled tribe Certificate issued to Shri / SMT*.....father / mother of Shri / SMT / Kumari*.....in District / Division.....of the State / Union Territory*.....who belong to the Caste / tribe* which is recognized as a Scheduled Caste / Scheduled tribe* in the State / Union Territory*.....issued by the (Name of prescribed authority) vide their no.dated.....

3. Shri / SMT /Kumari*.....and/or his / her* family ordinarily reside(s) in village / town..... of.....District / Division of the State / Union territory of.....

Signature.....

Place.....State/Union Territory

Date..... Designation.....

(With seal of Office)

* Please delete the words, which are not applicable.

@ Please quote specific Presidential Order.

% Delete the paragraph, which is not applicable.

Note: The term 'ordinarily reside(s)' used here will have the same meaning as in Section 20 of the Representation of the Peoples Act, 1950.

** List of authorities empowered to issue Scheduled

Caste/Scheduled Tribe Certificates:

1. District Magistrate/Additional District Magistrate/Collector /Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/City Magistrate/Sub-Divisional Magistrate/Taluka Magistrate/Executive Magistrate/Extra Assistant Commissioner (not below the rank of 1st Class Stipendiary Magistrate).

2. Chief Presidency Magistrate / Additional Chief Presidency Magistrate/Presidency Magistrate.

3. Revenue Officers not below the rank of Tehsildar.

4. Sub-Divisional Officer of the area where the candidate and/or his family normally resides.

5. Administrator/Secretary to Administrator/Development Officer (Lakshadweep Islands).

Technical Bid

UNDERTAKING

Attachment-8

We, hereby, declare as under:

1. That the truck/trucks offered under this contract has not been withdrawn from any other contract of BPCL.
2. That the vehicles under reference are not running in contract with any other Oil Company and not attached with any other Contractor/ Distributor and have not been withdrawn without their prior consent.
3. That the subject vehicles are not involved in any litigation other than routine cases of road accident or any violation of Motor Vehicles Act.
4. That neither we as a transporter nor any of our offered truck/trucks have been blacklisted so far by any of the Oil Company.

We further confirm that;

1. The details as furnished by us are correct. We undertake to place the truck/trucks offered in this tender, at the disposal of BPCL in case the contract is awarded in our favour.
2. If any information is found to be false / incorrect, the contract if awarded to us shall be liable to be cancelled and we shall be liable to pay to the Corporation such damages as the Corporation may put to due to termination of the contract. We also undertake that should there be any action against Corporation resulting in damages of whatsoever nature to Corporation on account of award of contract in our favour on the basis of the misrepresentations.
3. We shall keep the Corporation completely indemnified against all the losses / damages, litigations, court action etc.

Signature / Name of the Party: _____

Name of the Firm: _____

Address with seal: _____

Technical Bid

DECLARATION

Attachment-9

DECLARATION 'A'

We declare that we have complied with and have not violated any clause of the standard Agreement

Place: Signature & Seal

Date:

DECLARATION 'B'

We declare that we do not have any employee who is related to any officer of the Corporation / Central / State Government

OR

We have the following employees working with us who are near relatives of the officers of the Corporation / Central / State Government.

Name of the employee; Name & designation of the officer of the Corporation / Central / State Government:

1. _____
2. _____
3. _____
4. _____

Place: Signature & Seal

Date:

Strike off whichever is not applicable.

DECLARATION 'C'

The Party is required to state whether he is a relative of any Director of our Corporation or the Party is a firm in which Director of our Corporation or his relative is a partner or is any other partner of such a firm or alternatively the Party is a private company in which Director of our Corporation is member or Director, (the list of relative(s) for this purpose is given overleaf)

Place: Signature & Seal

Date:

N.B: Strike off whichever is not applicable. If the Contractor employs any person subsequent to signing the above declaration and the employee so appointed happen to be near relatives of the Officer of the Corporation/Central/State Government, the Contractor should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of the Corporation/Central/State Government.

(Pl refer to the enclosed list of relatives)

LIST OF RELATIVES

A person shall be deemed to be a relative of another, if any and only if, i) He / She / They are members of Hindu Undivided family or ii) He / She / They are Husband & Wife or iii) The one is related to the other in the manner indicated below.

1. Father
2. Mother (including Step Mother)
3. Son (including Step Son)
4. Son's Wife
5. Daughter (including Step Daughter)
6. Father's Father
7. Father's Mother
8. Mother's Mother
9. Mother's Father
10. Son's Son
11. Son Son's Wife
12. Son's Daughter
13. Son's Daughter's Husband
14. Daughter's Husband
15. Daughter's Son
16. Daughter's Son's Wife
17. Daughter's Daughter
18. Daughter's Daughter's Husband
19. Brother (including Step Brother)
20. Brother's Wife.
21. Sister (including Step Sister)
22. Sister's Husband

Technical Bid

BANK GUARANTEE

Attachment-10

(On Non-Judicial Stamp Paper as prescribed in the respective State)

1) In consideration of Bharat Petroleum Corporation Limited having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400 001 (hereinafter called "The Company" having agreed to exempt M/S _____ (Hereinafter called "the said Transporter(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ the Company _____ and the Transporter(s) _____ for (hereinafter called "the said Agreement") of the Security Deposit for the due fulfilment by the said Transporter(s) of the terms and conditions contained in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ only), We _____ (name of Bank) (hereinafter referred to as "Bank") at the request of M/s _____ (Transporter) do hereby undertake to pay to the Company an amount not exceeding Rs _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Transporter(s) of any of the terms and conditions contained in the said Agreement.

2) We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reasons of breach by the said Transporter(s) of any of the terms and conditions contained in the said agreement or by reason of the Transporter's failure to perform the said Agreement. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3) We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Transporter(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability under this guarantee for payment there under and the Transporter(s) shall have no claim against us for making such payment.

4) We _____ (name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Company under by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Transporter(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liabilities under this guarantee thereafter.

5) We _____ (name of Bank) further agree with the _____ Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Transporter(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Transporter(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Transporter(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Transporter(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.



**BHARAT PETROLEUM CORPORATION LIMITED
TERRITORY MANAGER (I&C), KOLKATA**

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TEL NO: 033-2429 3063; 033-24293272; FAX NO. 033-2429 3282

6) This guarantee will not be discharged due to the change in the constitution of the Bank or the Transporter(s).

7) We _____ (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated _____ day of _____ 2019.

For _____
(Indicate name of the Bank)

Technical Bid

OIL INDUSTRY TRANSPORT DISCIPLINE GUIDELINES

Attachment-11

VERSION: 4.0

PREAMBLE

The First Oil Industry Transport Discipline Guidelines (ITDG) for transportation of bulk petroleum products by road was prepared in 2007, which was revised in 2009 and in June 2014. Now, in view of new initiatives taken by OMCs with regards to improving the effectiveness of Vehicle tracking system and certain changes made in tender conditions about Marker Testing etc. as advised by MOP&NG.

A need was felt, to revise the existing Oil Industry Transport Discipline Guidelines by way of issue of an amendment to clauses as explained in annexure-I. Accordingly, a committee comprising following members studied the issues involved and revised the existing Oil Industry Transport Discipline Guidelines to be implemented effective 23.03.2016.

COMMITTEE MEMBERS:

S.N.	Name	Designation	Signature
1	Mr. N.Manohar Rao (Convener)	General Manager-(Operations), Bharat Petroleum Corporation Ltd. Retail Head Quarters, Mumbai.	
2	Mr. S.Balasubramanian	Executive Director- I/C. (Supplies). Indian Oil Corporation Ltd. Head Office, Mumbai	
3	Mr. Anil Pande	Executive Director (O&D) and (P&P)-additional charge. Hindustan Petroleum Corporation Ltd. Head Office, Mumbai.	

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OIL INDUSTRY TRANSPORT DISCIPLINE GUIDELINES

1. INTRODUCTION

1.1 Objective

To evolve uniform Oil Industry Transport Discipline Guidelines (ITDG) for transportation of bulk petroleum products by Tank Truck/ Tank Lorry (TT) for:

- a. Delivery of products to Retail Outlets and Direct Customers
- b. Stock Transfers from one location to another, i.e. Bridging

1.2 Purpose

The purpose of Industry Transport Discipline Guidelines is to ensure that:

- 1.2.1 Petroleum products are filled in TT in accordance with Industry Quality Control Manuals.
- 1.2.2 Petroleum products are transported and delivered to dealers/direct customers and receiving locations in good condition conforming to the specifications.
- 1.2.3 A well defined system of checks exists at various stages of handling of petroleum products.

1.3 Scope

- 1.3.1 The procedure/code outlined in these guidelines are only the minimum required in order to ensure quality and quantity of the petroleum products during receipt, storage, transit and delivery. Therefore, standard operating procedures with due regard to safety in handling of petroleum products in general shall be followed as laid down in the respective safety and operations guidelines/manuals. It is expected that such standard procedures will be followed at all times in addition to the instructions contained in the following chapters of these guidelines.
- 1.3.2 Changes, if any, in these guidelines will be advised through serially numbered amendments and will be displayed at the location notice board/website. The amendment record (Annexure-I) of these guidelines shall be updated accordingly. These changes will be implemented with effect from the date of its amendment.

2. TRANSPORTATION

2.1 Transport Agreement

- 2.1.1 Industry Transport Discipline Guidelines (ITDG) shall be part of the transport agreement.
- 2.1.2 TT shall not be used for any product other than the designated petroleum products and will operate only for the Oil Company with whom the agreement has been entered into.
- 2.1.3 Carrier shall ensure that TT is painted and maintained as per the color scheme advised by the Oil Company from time to time. Carrier shall also ensure that the name of Oil Company & Logo is

prominently displayed on the tank of TT and the name of the base location in the information panel as per the directions of the Oil Company.

2.2 Fitness of Tank Lorry

- 2.2.1 Carrier shall be responsible for providing a TT fit in all respects to carry petroleum products and shall be transporting/delivering the same in good condition, as per specifications, to the dealers/direct customers/receiving locations and shall be held accountable for any malpractice/adulteration en route.
- 2.2.2 TT shall be duly approved for its design/fittings by Petroleum and Explosives Safety Organisation (PESO) Department. The carrier shall be responsible for ensuring that the integrity of the TT fittings is maintained in accordance with the conditions laid down by the licensing authority at all times.
- 2.2.3 The original and a copy of the valid Explosives License shall be submitted to the loading location. Original certificate shall be returned to the Carrier after verification. TT shall carry valid Explosive License in original issued by Petroleum and Explosives Safety Organisation Department at all times.
- 2.2.4 TT without valid Explosives License shall not be utilized, unless authorized by Petroleum and Explosives Safety Organisation Department to use the TT pending renewal.
- 2.2.5 Carrier shall ensure compliance to various statutory rules and regulations, including provisions of Motor Vehicle Acts/Motor Vehicle Rules/The Carriage by Road Act in force at all times during the period of agreement.
- 2.2.6 Carrier as per the design given by the Oil Company from time to time shall provide the product sealing/security locking/electronic sealing arrangements (security locking system) as advised by Oil Company from time to time. The transporter to ensure that, the integrity of the locking arrangements is maintained against any tampering at all the times.
- 2.2.7 Carrier shall ensure that the Vehicle Mounted Unit (VMU) along with fittings & fixtures installed on the TT for tracking of the TT is kept always in working condition and its on/ off operation is done according to the instructions given by the Oil Company.

2.3 Calibration of Tank Lorry

- 2.3.1 The original and a copy of the valid calibration certificate shall be submitted to the loading location. Original certificate shall be returned to the Carrier after verification. TT shall carry valid Calibration Certificate in original issued by Weights and Measure Department at all times.
- 2.3.2 TT shall be calibrated for single capacity in line with MV Act/Petroleum Rules/Weights & Measures Act.
- 2.3.3 Carrier to provide manhole on top of the tank in the geometrical center of the compartment of TT.
- 2.3.4 Carrier to provide dip hole/dip pipe in the geometrical center of the manhole with manhole fittings duly welded.
- 2.3.5 Datum Plate height should not be more than 10 mm from the bottom plate and should be shown in the drawing.

- 2.3.6 Tampering with calibration of vehicle in any manner shall be construed as a malpractice and penal action will be taken against the carrier as outlined under clause no. 8. Further, alleged product losses will be recovered from the carrier from the date of last calibration.
- 2.3.7 The calibration of the TT should be done at the calibration facility provided by the Oil Company or as directed by the Oil Company. Carrier shall produce TT for verification/ checking as and when required by the Oil Company.
- 2.3.8 Carrier shall provide brass/aluminum dip rods individual compartment-wise or single dip rod as per prevailing W&M rules.

2.4 Tank Lorry Accident

- 2.4.1 In case of TT accident, the crew shall inform the nearest Police Station, loading location, carrier, nearest Oil Company location and shall guard the vehicle as well as product.
- 2.4.2 Carrier shall arrange to transfer/salvage the product in another fit TT immediately on receipt of the information, after obtaining permission from the Oil Company and various statutory authorities. Proper safety precautions are to be followed while transferring the product from the damaged vehicle.
- 2.4.3 Carrier shall complete all the statutory formalities including lodging of FIR & shall submit accident report to the base location. Non-lodging of FIR, not reporting the accident to the Oil Company shall be construed as a malpractice & penal action will be taken against the carrier as outlined under clause no. 8.
- 2.4.4 Spilled or trans-shipped product salvaged in TT/ barrels shall be brought to the loading location or the receiving location as advised by the Oil Company.
- 2.4.5 Draw three (six nos. in case of MS) composite samples (TMB), 1 liter each from each TT compartment/ barrel in the presence of carrier/TT crew carrying the salvaged product. Prepare sample tags as per specimen given in Annexure-II. Locking/ sealing of the TT/ barrel and sample containers and signing on the sample tags shall be done jointly by the Oil Company representative and carrier/TT crew. One set of sample shall be sent to the Oil Company's lab for testing, one set to be given to carrier/TT crew and one set to be retained at the location.
- 2.4.6 On receipt of test results from the lab, the carrier shall be suitably advised and action taken.

2.5 Other formalities

- 2.5.1 Carrier shall engage TT driver who has undergone training on transportation of hazardous goods as stipulated under the Motor Vehicle Acts/Rules. The driving license of the driver should be endorsed by Road Transport Authorities to this effect.
- 2.5.2 Emergency Information Panels shall be correctly displayed on the TT as stipulated.
- 2.5.3 The TT registration number shall be painted on the fire extinguishers carried by the TT.
- 2.5.4 Carrier shall submit details of TT crew, verification of antecedents of the TT crew obtained from local Police and a copy of valid driving license of the driver, duly endorsed by RTO for having undergone training for transportation of hazardous goods as per MV Act/Rules, to the base location and obtain entry pass from the location.

- 2.5.5 Before embarking for the delivery it will be carrier's or his representative's responsibility to ensure that TT crew has:
- Correct Challan/ Invoice
 - Correct TREM CARD and standing instructions
 - Switched on the VMU.
- 2.5.6 The crew of the tank truck who are signing the Invoice at the loading location should deliver product at the destination. In case of substitution of crew due to any reason, the same should be done only after obtaining permission from the location.

1. PRODUCT LOADING

3.1 Quality Control

- 3.1.1 Petroleum products shall be received, stored and delivered ex loading locations in accordance with Industry Quality Control Manual.
- 3.1.2
- Sales document: Dispatch density of the product at 15⁰ C Celsius shall be indicated on sales document.
 - Stock transfer document: Dispatch temperature & density of the product at 15⁰ C shall be indicated on stock transfer documents.

3.2 Sealing / Locking of Tank Lorry

- 3.2.1 Security locking of the TT shall be done in accordance with the guidelines of the Oil Company.
- 3.2.2 Carrier to ensure that the integrity of the security locking system is intact at all times.
- 3.2.3 Carrier shall ensure that the TT is always in locked condition (as per security locking system) including on its return journey except during loading/unloading operation. Any act of tampering with the security locking system shall be construed as malpractice and action shall be taken against the carrier.

3.3 Log 'out', 'in' Time System And Delivery Route.

- 3.3.1 The departure time from the loading location shall be recorded on the invoice/stock transfer document itself by the loading location and the dealer/direct customer/ receiving location shall record the arrival and departure time of the TT on the same document.
- 3.3.2 Carrier shall ensure that the trip time and the VTS route specified for the destination are strictly adhered to.

2. PRODUCT RECEIPT

The procedure outlined hereunder is applicable for the receipts of product at the supply locations, dealers and direct customers.

Responsibility towards handling of product shall be in accordance with the Marketing Discipline Guidelines in force and Industry Quality Control Manual in force.

4.1 Actions to be taken on arrival of the TT

4.1.1 Recording of timings

Arrival & departure time of the TT shall be recorded in the delivery document. If a bridging TT is used for deliveries by receiving location, it shall report back at the receiving location after completion of delivery.

4.1.2 Checking security locking system

4.1.2.1 The security locking system shall be checked and if it is found O.K then proceed to clause 4.1.3. If found tampered, then it will be construed as a malpractice and action shall be taken as mentioned in clause 4.2 and 8.

4.1.2.2 Dip rod and Calibration checking

The dip rod should match the calibration chart provided by Weights & Measures for markings at the dip level, proof level and the total length.

4.1.3 Density checking

On arrival of TT, dealer / customer shall check the density @15 deg C of product from each compartment. If the variation is found to be within +/- 3 kg/cum as compared with the invoice density, steps as mentioned in clause 4.1.4 to be followed. However, if variation in the observed density is beyond +/- 3 kg/ cum, the TT shall not be unloaded and action shall be taken as mentioned in 4.5.1.

4.1.4 Retained Tank Lorry samples

If density check is found to be within +/- 3 kg/cum, dealer/dealer's representative shall draw 2x1 liters of MS and/or 1x1 liter of HSD bottom samples (composite samples from all the compartments proportionate to the quantity of the product received in each compartment after removing approximately 20 liters of product from each compartment). Before drawing samples, the empty aluminum sample containers should be rinsed with the same product from the TT. Sample shall be sealed & labeled and jointly signed by dealer / dealer's representative and TT driver before unloading the TT.

The transporter will have the option to obtain another set of samples (2x1 liter of MS and/or 1x1 liter HSD) duly labeled and jointly signed, for retention. On such request from the transporter, dealer should hand over this set of samples against payment to the TT driver/transporter's representative. In addition, the carrier/TT driver will have to pay a deposit of Rs.300/- per sample container or as revised from time to time to the dealer.

In case the TT driver refuses to sign the label, TT shall not be unloaded and dealer shall contact supply location/field officer.

4.1.5 Marker Testing

The tank lorry may be subjected to the marker test en route or at the dealer / direct customer location premises. If the product carried through TT is found failing in the marker test then actions shall be taken as mentioned in 4.2.

The Marker Test is currently not applicable. However the same clause will be applicable as and when Marker Test is reintroduced”.

4.2 Procedure for Dealing with Suspected Irregularities

The following procedure shall be followed for dealing with the suspected irregularities.

- a. Inform sales officer/ loading location.
- b. The TT shall be detained.
- c. The Sales officer/ loading location officer shall draw the samples as mentioned in 4.3.
- d. The sales officer/ loading location officer, TT crew/ carrier’s representative & consignee/ consignee’s representative, inspecting authority shall prepare a joint statement mentioning the compartment wise observed density / result of the marker test / status of the security locking system and shall sign the statement.
- e. In case of TT receipt at the location the loading location officer & TT crew/ carrier’s representative shall prepare a joint statement mentioning the compartment wise observed density / result of the marker test / status of the security locking system and shall sign the statement.
- f. The TT, thereafter, shall be sealed by the sales officer/ loading location officer and detained at the place of the consignee’s premises.
- g. If the product passes in the lab test, the TT shall be decanted at the consignee’s premises. If the product fails in the lab test, then the TT shall be sent for the disposal of the product as directed by the Oil Company.
- h. Action shall be taken against the carrier as outlined under clause no. 8.

4.3 Sampling Procedure for Suspected Irregularities

4.3.1 At the dealer / Direct customer premises

The sales officer / location officer shall draw eight nos. composite samples (TMB) in case of MS (four in case of other products) of 1 liter each from every TT compartment in the presence of carrier/ TT crew and consignee/ consignee’s representative. Prepare sample tags as per specimen given in Annexure-II. Signing on the sample tags and sealing of the sample containers shall be done jointly by the sales officer/ loading location officer, TT crew/ carrier’s representative and consignee/ consignee’s representative. One set of sample shall be sent to the Oil Company’s lab for testing, one set to be given to carrier/ TT crew, one set to be given to consignee/ consignee’s representative and one set to be retained by the sales officer/ loading location

4.3.2 Receipt at the locations

The location officer shall draw six nos. composite samples (TMB) in case of MS (three in case of other products) of 1 liter each from every TT compartment in the presence of carrier/ TT crew. Prepare sample tags as per specimen given in Annexure-II. Signing on the sample tags and sealing of the sample containers shall be done jointly by the loading location officer and TT crew/ carrier’s representative. One set of sample shall be sent to the Oil Company’s lab for testing and one set to be given to carrier/ TT crew and one set to be retained by the loading location.

4.4 Testing of samples at lab

The TT samples drawn by the sales officer / loading location officer at the consignee's premises shall be tested in the lab. If the product passes in the lab test, the TT shall be decanted at the consignee's premises. If the product fails in the lab test, then the corresponding supply location retention sample shall be tested. If the supply location retention sample passes in the lab test then it would be construed as malpractice done by the carrier & action shall be taken as outlined in clause no 8. If the supply location retention sample fails in the test then no action shall be taken against the carrier. In any case of failure of the TT sample, the TT shall be sent for the disposal of the product as directed by the Oil Company.

4.5 Testing of "Retained Tank Lorry Samples" at lab as per Clause no. 2.5(D) of MDG of 2012 effective 08-01-2013.

4.5.1 Testing for specifications

Laboratory will test the RO sample, the last TT retention sample (TL1) and the corresponding supply location sample (SL1) simultaneously and compare the reproducibility / permissible limits of the test values. In case RO sample fails & TL-1 also fails but SL-1 passes, action shall be taken against the transporter of TL-1 as per clause 8.1 of ITDG. However, in case RO sample and supply location sample (SL1) meet the specification norms, no action is to be taken against the Tank truck. In case RO sample fails and TL1 passes, then (the second last retention sample) TL2 & (supply location sample corresponding to TL2) SL2 will be tested. In case TL2 fails and SL2 passes, action shall be taken against transporter (TL2) as per clause 8.1 of ITDG.

Note: While collecting the samples from RO for testing at the lab, the field officer shall also collect TL2 in addition to TL1 and Nozzle sample so that TL2 can be tested immediately upon passing of TL1 and failure of RO sample.

4.5.2 Testing for Marker

If the product sample drawn from the retail outlet is found failing in the marker test then the last "Retained Tank Lorry samples" kept at the retail outlet shall be tested for marker test. The marker test of "Retained Tank Lorry samples" will be carried out after giving prior notice to the dealer & the concerned carrier so that they can be present at the test venue if they so desire for witnessing the testing. Field officer or the representative of the divisional office/ regional office/ territory office will also be present & conduct/ witness the marker test. This team will submit its report in the approved industry format. If the "Retained Tank Lorry samples" is also failing in the marker test then the corresponding location sample will be tested. If the supply location sample is passing in the marker test then it shall be construed as a malpractice done by the carrier & penal action would be taken against the carrier as outlined under clause no. 8.

The Marker Test is currently not applicable. However the same clause will be applicable as and when Marker Test is reintroduced".

3. TANK TRUCK/TANK LORRY MONITORING

5.1 Carrier having agreement with the Oil Company for a TT shall not enter into agreement with other company for the same TT. Carrier shall not enter into agreement with the Oil Company for the blacklisted TT. If it is subsequently proved that the carrier has entered in to agreements with other Oil Company for the same TT then it shall be construed as malpractice & penal action would be taken against the carrier as outlined under clause no.8.

- 5.2 The TT/ Carrier/ transporter blacklisted by any one Oil Company shall be construed to be black listed by all Oil Companies.
- 5.3 Carrier shall not enter into agreement with the Oil Company by submitting forged documents/ false information.
- 5.4 Bridging TT, only after verifying the product acknowledgement for the previous trip, and seeking clarification in the cases where trip time has exceeded, the TT will be accepted for loading.
- 5.5 In case a TT has not reported for delivery at the receiving location/destination after a reasonable transit time, carrier shall inform loading location and receiving location/destination the reasons for delay and likely date/time of reporting. In case the Corporation does not find the reasons valid, action will be taken as per clause no. 8.

Even in case of valid reason, not informing the delay as above shall be construed as a malpractice and action will be taken against the carrier as outlined under clause no. 8.

- 5.6 Bridging TT arranged by receiving locations shall be accepted only on the basis of indent slips issued by receiving locations. The receiving location shall issue a serially numbered indent slip before it proceeds to the loading location for uplifting the product. In case of missing of such TT, action as mentioned in item 5.5 above shall be taken.
- 5.7 In case a TT is not received at the receiving location, action shall be taken against the carrier as outlined under clause no. 8.

4. VEHICLE TRACKING SYSTEM

- 6.1 If VMU of the TT is not in working condition, it would be considered that the TT is not fit for loading.
- 6.2 Carrier or his representative shall inform the Oil Company within 30 minutes of stoppage of VMU functioning.
- 6.3 Carrier shall strictly follow the specified route authorised by the respective Oil Company. Any repetitive deviation from authorised route shall be construed as malpractice unless explanation given to the Location In-charge/ nominated officer is accepted as an established genuine case. In case of any established deviation, action will be taken against the carrier as outlined under clause no. 8.2.2.
- 6.4 If it is observed that the VMU, its fittings or fixtures installed on the TT is damaged deliberately by the carrier or his representative, the VMU is switched off en-route, VMU is removed from TT, VMU is used on other vehicles then it would be construed as a malpractice and action will be taken against the carrier as outlined under clause no. 8. Company's decision would be final in determining as to whether it has been damaged deliberately or not.
- 6.5 TT should not make repetitive un-authorised stoppages enroute at a particular spot. Such stoppages shall be construed as malpractice unless explanation given to the Location In-charge/nominated officer is accepted as established genuine case. If not, action will be taken against the TT/Carrier as outlined in clause 8.2.2.

- 6.6 Carrier has to ensure that the TT reaches the destination and delivers product to the consignee within specified trip time. The TT not reaching the destination or unauthorized delays shall be construed as a malpractice and action will be taken against the carrier as outlined under clause no. 8.
- 6.7 Carrier shall ensure that TT does not exceed the speed limits prescribed by the concerned authorities. In case of repetitive/habitual over speeding, action shall be taken as per clause 8.2.2. Any accident shall be analyzed for over speeding and action shall be taken as per clause 8.2.2.

5. HEALTH, SAFETY & ENVIRONMENT

- 7.1 All rules/ regulations and statutory requirements shall be strictly followed by the carrier and their work force i.e. drivers/ cleaners at the work place and on the road while transporting petroleum products.
- 7.2 Driver and cleaner shall wear retractable seat belt and uniform as specified by respective OMC, while driving vehicle.
- 7.3 No TT shall be plied by the driver without cleaner, either on the road or at any work place.
- 7.4 The TT crew would not be permitted to enter the location premises without use of the personal protective equipment i.e. safety shoes, helmet, spectacles (wherever necessary).
- 7.5 The crew of TT shall check safety fittings, fitness conditions of vehicles to ply on road before the TT is brought for loading.
- 7.6 Safety procedures for unloading and loading of vehicles at the supply location as well as at the destination i.e. retail outlets, direct customer, supply location, etc. shall be strictly adhered to.
- 7.7 It shall be mandatory for all drivers to undergo refresher training course / training programs organized by the location.
- 7.8 The TT should be driven by driver having valid driving license duly endorsed by RTO for having undergone training to carry hazardous goods.
- 7.9 TT crew to undergo routine health check up once in every six months and certificate issued by the authorities to be submitted to the loading location.
- 7.10 The carrier shall ensure that the TT crew are not in intoxicated state while on duty.
- 7.11 Any deviation from/violation of above requirements shall be construed as an irregularity and action will be taken against the carrier as outlined under clause no. 8.

8.0 ADULTERATION/ MALPRACTICES/ IRREGULARITIES/ PENALTIES

TT caught for having indulged in adulteration/ malpractices/ irregularities shall be immediately suspended by the location-in-charge. However, an investigation shall be conducted as per the laid down procedure of

the company. On investigation, if the adulteration/ malpractice/ irregularities is established then penal actions stipulated as under shall be taken.

8.1 Penalties in case of adulteration

In all cases of failure of the products/ adulteration in TT as well as deemed failure (i.e. sample test value falls within specification range however, it is beyond the repeatability / reproducibility limits w.r.t. reference sample) of the product, action against the Carrier shall be initiated as under:

a. i. Carriers with single TT

On the first incident (during the tenure of the contract) of adulteration, the contract with the concerned carrier shall be terminated and the concerned carrier & the particular TT shall be blacklisted on Industry basis.

ii. Carriers with multiple TTs

On the first incident (during the tenure of the contract) of adulteration, the particular TT shall be blacklisted on Industry basis along with the TT crew. In case of second incident of adulteration, the whole contract comprising of all the TTs belonging to the concerned carrier shall be terminated and the concerned carrier & their all TTs shall be black listed on industry basis.

However, if the complicity of the carrier is detected in case of adulteration of the first incident, then the whole contract comprising of all the TTs belonging to the concerned carrier shall be terminated and the concerned carrier & their all TTs shall be black listed on industry basis.

- b. Disposal of the contaminated product shall be done as directed by the company.
- c. Cost of product as determined by the company shall be recovered from the carrier.
- d. Incidental expenses and any other expenses sustained by the concerned Oil Company for disposal of the contaminated product shall also be recovered from the transporter.
- e. Transportation charges, octroi, toll taxes, other levies shall not be paid for the futile trip to the dealer/ direct customer or receiving location as well as for the subsequent trip for delivering the adulterated/ contaminated product to the concerned Oil Company's nominated location for disposal of the product.

8.2 Penalties for malpractices/ irregularities

8.2.1 Malpractices/ irregularities will cover any of the following:

- a. Unauthorized deviation from specified route/ unauthorized delay/ unauthorized en-route stoppage/ not reaching destination/ over speeding/ en-route switching off VMU/ unauthorized removal of VMU/ use of VMU on other vehicles
- b. TT crew found in intoxicated state while on duty.
- c. Irregular reporting of TT at loading location without permission of the location.
- d. Refusal to carry loads allocated by the location.
- e. Reported case of non-wearing of retractable seat belt while driving.
- f. Driving vehicle without cleaner/helper.
- g. Non-functioning of Fire Extinguisher carried by TT.
- h. Polluting environment due to product spillage from tilting or leaky vehicles on road, in case of accident/ unsafe driving

- i. Accident involving injury or damages to the facilities at the work place
- j. Fatal accident at the work place
- k. Tampering with standard fittings of TT including the sealing, security locks, security locking system, calibration, Vehicle Mounted Unit or its fittings/ fixtures
- l. Unauthorized use of TT for products other than the petroleum products for which it has been engaged
- m. Entering into contract based on forged documents/ false information
- n. Entering into an agreement for the same TT with other oil companies
- o. Irregularities under W&M Act
- p. Not lodging FIR with the Police in case of accident, not informing/ submitting accident report to the Oil Company about the accident
- q. Pilferage/ short delivery of product
- r. Any act of the carrier/ carrier's representative that may be harmful to the good name/ image of the Oil Company, its' products or its services.

8.2.2 Penalties upon detection of malpractice/ irregularities

The carrier shall attract penalties for the malpractice/irregularities as given below and the TT mentioned in the following instances shall be suspended/blacklisted along with TT crew. However, an investigation, wherever required, shall be conducted and if the malpractice/ irregularity is established then penal actions stipulated as under shall be taken, including blacklisting :

Clause No.	Type of malpractice/ irregularity	Penalty against number of instance		
		First	Second	Third
8.2.2.1	(a) Reported non-wearing of retractable seat belt while driving. (b) Repetitive / Habitual Over speeding. (c) Driving vehicle without cleaner / helper.	TT shall be suspended for one week.	TT shall be suspended for 3 months.	TT shall be blacklisted.
8.2.2.2	(a) Established repetitive un-authorized stoppage en route. (b) Established repetitive un-authorized diversion from specified route. (c) Refusal to carry loads allocated by the location. (d) Irregular reporting of TT at loading location without permission of the location.	TT shall be suspended for 3 months.	TT shall be blacklisted.	
8.2.2.3	Short delivery of product for established malpractice.	TT shall be blacklisted.		

8.2.2.4	(a) Non-availability/non-functioning of TT fire extinguisher. (b) TT crew found in intoxicated state while on duty. (c) Not wearing uniform. (d) Not wearing PPEs at loading/unloading locations.	TT shall be suspended for one week.	TT shall be suspended for 3 months.	TT shall be blacklisted.
8.2.2.5	(a) Established tampering/damaging of VMU. (b) Established disconnection of power/cable of VMU enroute. (c) Removal of VMU from original mounting.	TT shall be blacklisted.		
8.2.2.6	Accident at the location leading to injury of persons or damages to the facilities.	TT shall be suspended for 3 months.	TT shall be blacklisted.	
8.2.2.7	Polluting environment due to product spillage from TT.	TT shall be suspended for 3 months.	TT shall be blacklisted.	
8.2.2.8	Established case of pilferage/non-delivery of product.	TT shall be blacklisted.		
8.2.2.9	Fatal accident at the work place.	TT shall be blacklisted.		
8.2.2.10	Irregularities under W&M Act.	TT shall be blacklisted.		
8.2.2.11	Tampering with standard fittings of TT including the sealing, security locks, security locking system, Calibration.	TT shall be blacklisted.		
8.2.2.12	Unauthorized use of TT outside the contract.	TT shall be blacklisted.		
8.2.2.13	Entering into contract based on forged documents/ false information.	TT shall be blacklisted.		
8.2.2.14	Entering into an agreement for the same TT with other oil companies.	TT shall be blacklisted.		
8.2.2.15	Not lodging FIR with the Police in case of accident, not informing/ submitting accident report to the Oil Company about the accident.	TT shall be blacklisted.		
8.2.2.16	Any act of the carrier/ carrier's	As decided by		

	representative that may be harmful to the good name/ image of the Oil Company, its' products or its services.	the company		
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During the validity of transportation contract, in the first instance of blacklisting for a transporter, as per the above provisions, damage of Rs.1Lakh will be imposed on the Transporter apart from blacklisting of the involved TT. In second instance of blacklisting, a damage of Rs 3 Lakhs will be imposed and the involved TT will be blacklisted. In third instance of blacklisting, a damage of Rs 5 Lakhs will be imposed and 25% of the remaining TTs will be blacklisted along with the involved TT. In fourth instance, a penalty of Rs 8 Lakhs will be imposed and 50% of remaining TTs will be blacklisted along with involved TT. In case of any further incident of malpractice, the entire fleet will be blacklisted and the SD will be forfeited and the transportation contract will be terminated. The percentage of TT blacklisted will be in proportion of own & attached offered and will be rounded off to the higher numerical.

Above damages imposed are in addition to the recovery of the product quantity found short or recovery due to contaminated product involving the cost of product, expenses and losses incurred as determined by the company.

However, in case, complicity of the transporter is established even in first instance of malpractice, the entire fleet will be blacklisted, contract terminated & carrier blacklisted along with forfeiture of SD.

The blacklisting of TTs shall be on Industry basis.

In the following irregularities, the complicity of the carrier shall be deemed to be existent and the whole contract comprising of all the TTs belonging to the concerned carrier shall be terminated, security deposit forfeited and the concerned carrier & their all TTs shall be blacklisted on Industry basis:

1. False/hidden compartment, unauthorized fittings or alteration in standard fittings affecting Quality and Quantity.
2. Illegal/un-authorized duplicate keys of security locks.
3. Duplicate dip rod/calibration chart.

8.2.3 Period of blacklisting

The period of blacklisting for the carrier & TTs shall be minimum 2 years or as per the respective corporation's assessment depending upon seriousness of the offence, but not exceeding 5 years. The TTs, on completion of Black listing period, can ply under the same contract in case the validity of contract exists and the company so desires.

In case, the same TT is found to indulge in malpractice again (after completion of the first blacklisting period), the second time blacklisting shall be of 5 years.

The blacklisting of TTs shall be on Industry basis.



Annexure - I

Amendment Record

Amendment No.	Date	Pages	Date Received	Clause	Signature
1	23.03.16	10	23.03.16	4.1.5	
2	23.03.16	11	23.03.16	4.5.1	
3	23.03.16	12	23.03.16	4.5.2	
4	23.03.16	14	23.03.16	6.3	
5	23.03.16	14	23.03.16	6.5	
6	23.03.16	14	23.03.16	6.7	
7	23.03.16	17	23.03.16	8.2.2.1	
8	23.03.16	18	23.03.16	8.2.2.2	
9	23.03.16	19	23.03.16	8.2.2	
10	23.03.16	20	23.03.16	8.2.3	

Annexure -II

SAMPLE TAG

Product		Tank Truck/Tank Lorry No.	
Location		Name of Dealer/Direct Customers	
Document No.		Date & Time of Sampling	
Type of Sample		Compartment No.	
Reasons for testing			
Name & Signatures			
Carrier	Dealer / Direct Customers		Oil Company

“The carrier has read and fully aware of the existence of Oil Industry Discipline Guideline . (version 4.0)2016 revised which is part of tender documents and contents therein and further agrees that the said ITDG will be part and parcel of this agreement and the said ITDG will be binding on the carrier as amended/modified from time to time during the period of this agreement including the extensions, if any and for any act/omission from the carrier or ots employees or agents during the period of this agreement including extension, if any.”

Name of the Bidder:

Tender No. BPC/I&C/ER/BIT-PKD/MUZ/01/2019-22 (System no: 55683)

The following terms and conditions are deemed as accepted by us for participation in the bid event:

1. We have understood and accept the general terms and conditions, technical specifications and bidding process & time line as per tender no. **BPC/I&C/ER/BIT-PKD/MUZ/01/2019-22**
2. The award decision by BPCL would be final and binding on us.
3. We will not divulge either our bids or those of other Bidders to any other external party.
4. We will not make any Off-line negotiations with BPCL. Technical and other non-commercial queries (not impacting price) shall also be directed to M/s. E Procurement Technologies Ltd. Bidding process related queries could be addressed to M/s. M/s. E Procurement Technologies Ltd personnel indicated in the tender document.
5. We agree to non-disclosure of trade information regarding the purchase, identity of BPCL, bid process, bid technology, bid documentation and bid details.
6. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of M/s. M/s. E Procurement Technologies Ltd or BPCL.
7. M/s. E Procurement Technologies Ltd does not take responsibility beyond the bid event. Order finalization and post order activities such as shipment, payment, warranty etc. would be transacted directly between us and BPCL.
8. Our participation in a bid event is by invitation from BPCL; BPCL is not obliged to place the contract if the expected price of the lots or event is not met. BPCL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
9. Bids once submitted cannot be modified or withdrawn, but can be modified till last of submission of tender in system.
10. BPCL along M/s. E Procurement Technologies Ltd can decide to extend, reschedule or cancel the Bidding.
11. We shall indemnify and hold BPCL / M/s. E Procurement Technologies Ltd, its subsidiaries, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
12. M/s. E Procurement Technologies Ltd, nor any related company, nor any of its owners; employees or other representatives will not be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.

13. M/s. E Procurement Technologies Ltd does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of its control.

14. We hereby confirm the following:

a) We will participate in online Bid Event which will be conducted by M/s. E Procurement Technologies Ltd, and will quote the net price as per the tender requirements in Rupee per MT for all locations.

b) The following person from our organization has been trained to participate in the online bidding and has fully understood the online bidding process:

Name:

Mobile Number:

Contact Number (In absence of mobile number):

c) We have read the tender documents “**BPC/I&C/ER/BIT-PKD/MUZ/01/2019-22**” and all the supporting documents carefully read and all terms & conditions mentioned in the tender and attachments/ annexure are acceptable to us.

d) We have signed and submitted compliance statement with this letter.

Name of the Bidder:

SEAL:

DATE:

SIGNATURE OF THE BIDDER / AUTHORISED SIGNATORY



Attachment 12A

Training Conducted by: M/s. E Procurement Technologies Ltd

(TENDER NO. BPC/I&C/ER/BIT-PKD/MUZ/01/2019-22)

I /We _____ representing M/s. _____ had/have attended the training program for Web Tender/ Electronic Bidding conducted by M/s. E-Procurement Technologies Ltd (ETL) held at _____ office on

date _____.

I/We have understood the procedure for placing the bids in Electronic Bidding.

Bidder Name:

Name (s): 1

Name (s): 2

Signature(s):

Date & Time:

Place:



BHARAT PETROLEUM CORPORATION LIMITED
TERRITORY MANAGER (I&C), KOLKATA
Bharat Bhavan, 31 Prince Gulam Mohd Shah Road, GOLF GREEN , KOLKATA – 700 095
TEL NO: 033-2429 3063; 033-24293272; FAX NO. 033-2429 3282

Technical Bid

Declaration by Bidders regarding Holiday Listing status
(On Tender's letter head)

Attachment-13

To,
Territory Manager, (I&C), Kolkata.
M/s Bharat Petroleum Corporation Ltd.,
Kolkata

Subject: Regarding Holiday Listing Status.

Sir/Madam,

We, M/s _____, herewith declare that currently we are not serving any Holiday Listing orders issued by BPCL/MOPNG debaring us from carrying on Business Dealings with BPCL/MOPNG or serving a banning order by another Oil PSE.

Place:

Signature:

Date :

Seal of the firm.