



**TENDER FOR ROAD TRANSPORTATION OF BULK POL PRODUCTS
(MS/HSD/SKO/BRANDED FUELS) EX BPCL LOCATION AT GAIGAON IN THE STATE OF
GUJRAT**

*** TECHNICAL (PRE-QUALIFICATION) BID ***

(TENDER REF: BPC/WR/MH-GAIGAON/POL/BULK/2016)

FROM: (NAME & ADDRESS)

M/s. _____

Email ID: _____

Contact Phone Nos. (O) _____ Mobile No. _____.

Following Demand Drafts drawn in favour of "Bharat Petroleum Corporation Limited" payable at Mumbai are enclosed herewith;

Demand Draft for downloading of Tender Document

DD Amount : **Rs. 1145 (Inclusive of Service Tax @ 14.5%)**
DD Number :
DD Date :
DD drawn on Bank :

Demand Draft towards Earnest Money Deposit (EMD)

DD for number of TLs :
DD Amount : **Rs. (Rs. 5000/- per TL)**
DD Number :
DD Date :
DD drawn on Bank :

BHARAT PETROLEUM CORPORATION LIMITED

NOTICE INVITING TENDER

TENDER FOR TANK LORRY REQUIREMENT FOR ROAD TRANSPORTATION OF BULK PETROLEUM PRODUCTS: TENDER NO: BPC/WR/MH-GAIGAON/POL/BULK/2016

BHARAT PETROLEUM CORPORATION LIMITED (BPCL), a Public Sector Undertaking, invite sealed tenders under Two-Bid system from tank-lorry owners, quoting minimum 5 tank lorries for award of contracts for road transportation of bulk petroleum products for a period of 5 years. The effective date of tender shall be 01.04.2016 subject to finalisation of rates and approvals from appropriate authorities. In case the tender is finalized / approved at date later than 01.04.2016, then the effective date shall be conveyed through LOI / Work Order.

Please note that, only the Technical (Pre-Qualification) Bid is to be submitted in the first stage and the Price Bids are to be submitted directly on line through Electronic Bidding (Reverse Auction) process which will be conducted by "M/s. E Procurement Technologies Ltd."

TENDER TERMS & CONDITIONS.

A. GENERAL:

The estimated requirement of tank lorries is as given below:

Name of Location	Address of Location	ESTIMATED REQUIREMENT OF TANKLORRIES		
		12 KL	18 KL & ABOVE	TOTAL
GAIGAON	Mr. Kamlesh Pandhare, Dy. Manager (Operations) In-charge, Bharat Petroleum Corporation Ltd. Gaigaon Depot, P.B. No. 154, Tal-Balapur, Gaigaon, Dist-Akola, Maharashtra- 444109.	15	10	25
	Indicative Volumes in KL Per Month	500	700	

However, the number of tank-lorries/volumes shown above is indicative and is subject to change. BPCL does not give any commitment/guarantee of business volumes. BPCL reserves the right to contract additional tank-lorries, if required.

B. GENERAL INSTRUCTIONS TO TENDERERS FOR E-TENDERING:

1. Interested tenderer have to download tender document {Technical (Pre-Qualification) Bid} from our website <http://www.bharatpetroleum.com/EnergisingBusiness/Tenderlist.aspx>. Tender document is also available at <http://eprocure.gov.in/cppp/> and <https://bpcleproc.in>. Interested parties may download the same and participate in the tender as per the instructions given therein on or before the due date of the tender. The Tender have to be submitted on line through the e-procurement system in <https://bpcleproc.in> and should be submitted along with Demand Draft (Non-refundable) of Rs.1145.00/- (Rupees One Thousand One Hundred Forty only) inclusive of ServiceTax per set drawn on any Scheduled Bank payable at Mumbai, in favour of "Bharat Petroleum Corporation Ltd.". Tender document not submitted with Demand Draft of Rs. 1145.00/- per set shall be liable for rejection.
2. As a pre-requisite for participation in the tender, Tenderers are required to obtain a valid Digital Certificate of Class II B and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying authorities (CCA). The cost of obtaining the digital certificate shall be borne by the tenderer.
3. In case any tenderer so desires, he may contact our e-procurement service provider M/s. E Procurement Technologies Ltd. for obtaining the digital signature certificate.
4. Corrigendum/amendment, if any, shall be notified on the all the web sites mentioned above in para 1. In case any corrigendum/amendment is issued after the submission of the bid, then such tenderers, who have

submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email (In case of open tender corrigendum / amendment will be on the public dash board and no mail will be sent for the tenderer who has not participated by that time). It shall be assumed that the information contained therein has been taken into account by the tenderer. They have the choice of making changes in their bid before the due date and time.

5. Tenderers are required to complete the entire Technical (Pre-Qualification) Bid process online on or before the due date of closing of the tender.
6. Price bidding of only those Tenderers shall be permitted whose Technical (Pre-Qualification) is found to be acceptable to us. The schedule for conducting electronic price bid (Reverse Auction) shall be advised separately.
7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 1. Tenderers are advised to log on to the website (<https://bpcleproc.in>) and arrange to register themselves at the earliest.
 2. The system time (IST) 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.
 3. Tenderers 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 vendor 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.
 4. Once the entire process of submission of online bid is complete, the tenderers are required to go to option "own bid view" through dashboard and take the print of the envelope receipt as a proof of submitted bid.
 5. Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date & time of submission has elapsed.
 6. No manual bids/offers along with electronic bids/offers shall be permitted.
8. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause. It is advisable that tenderers who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date / time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
9. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.
10. In case of any clarification pertaining to e-procurement process, the tenderer may contact the following agencies / personnel:

A. For system related issues :

For system related queries, the following Centralized Help Desk Number of M/s. E Procurement Technologies Limited may be contacted:

079-40016868 (Ten Lines)

E-mail: support@bpcleproc.in

Escalation Level

- a) Mr. Satyanarayan Behra: 91 9004014223 , satyanarayan@abcprocure.com
- b) Mr. Steny Christian: 91 079 40016809, steny@abcprocure.com

B. For tender related queries:

- a) Mr. A. M. Shende BPCL at contact no. +91-22-27764776 followed with an email to shendeam@bharatpetroleum.in
- b) Mr. S. Narasimhan of BPCL at contact no. +91-22-27764777 followed with an email to narasimhans@bharatpetroleum.in

The responsible person of the tender is Mr. Sanjeev Raina of BPCL at contact no. +91-22-27764754.

11. Duly filled tender forms shall be dropped in the tender box kept **at our Gaigaon Depot, P.B. No. 154, Tal-Balapur, Gaigaon, Dist-Akola, Maharashtra- 444109**. Tenderer should deposit the sealed tender in an envelope super scribing the name of the location for which tender is being submitted well before the closing time & date in the tender box earmarked for this purpose.
12. The last date and time of submission of tender documents is **29.12.2015 at 12.30 hrs.** No tender document shall be entertained after due date and time of submission of tender. BPCL will not be responsible for the delay under any circumstances whatsoever if the tender is not submitted before the closing date and time and in the correct tender box.
13. The tenderer should offer minimum 5 number tanklorries out of which minimum of 40 % i.e. minimum 2 numbers tank lorries should be owned by the tenderer. i.e. Firm or Partner or Director or Proprietor. If any tenderer offers more than 60% attached tanklorries, in such cases, tanklorries shall be restricted to the maximum proportion of 60% attached tanklorries and 40 % owned tanklorries. The company reserves the right to engage attached tank lorries from the successful Tenderers. For the purpose of reckoning the number of tanklorries, fraction, if any will be rounded off to the nearest number (i.e. fraction ranging from 0.5 and above will be rounded off to next higher number and fraction below 0.5 will be rounded off to the lower number).
14. Age (Year of Model/Make in the RC book) of tank-lorry offered should not exceed 14 years. i.e. tank-lorries of model earlier than **December 2001** will not be considered. The tank-lorries attaining the age of 15 years during the contractual period shall be removed from the contract. Replacement within 30 days with another tank-lorry having age of less than 15 years will be the responsibility of the concerned carrier.
15. 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.
16. Rates offered would be valid and binding on the tenderer for 180 days from the closing date of tender unless extended by mutual consent in writing. During the validity period, tenderer 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.
17. BPCL reserves the right, at their sole discretion, and without assigning any reason whatsoever, to:
 - a) Negotiate with any or all tenderers,
 - b) Divide the work among contractor(s),
 - c) Reject any or all tenders either in full or in part,
 - d) Assign the offered and accepted tank-lorries to any of the contracts and
 - e) Engage additional contractors / tank-lorries at any time without giving any notice whatsoever to the contractor/s already appointed against this Tender

18. The tenderer should study all the operations / local conditions at the loading / unloading point/s and route/s. Tenderers would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of the tender.
19. Tenders 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 tenderers and decision of BPCL in this respect will be final and binding.
20. (a) The additional tank-lorries, if required by BPCL, can be offered to the contracted carriers of the Concerned location at the rate felt appropriate by BPCL including the lowest rate of the location.

(b) In case of requirement of additional tank-lorries by BPCL, the Corporation reserves the right to induct new tank-lorry operators at the finalized rate for the concerned location.
21. Tenderer should submit all the details and enclosures as has been asked for, in the tender form. In case any of the information is not applicable to the tenderer, "Not applicable" may be written against such item. Not submitting any information / enclosure sought for, may be a ground for rejecting the tender.
22. The tender for POL products shall be opened at **14.30 hrs on 29.12.2015 at our Gaigaon Depot, P.B. No. 154, Tal-Balapur, Gaigaon, Dist-Akola, Maharashtra-444109**, in the presence of attending tenderers. Tenderer may witness the opening of tender on the appointed date and time by sending authorized representative. After scrutiny of the 'Technical (Pre-Qualification) bids', the eligible tenderers will be notified regarding date, time for electronic Price bid.
23. Bharat Petroleum Corporation Ltd. 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 tenderers, or to withdraw / cancel / modify this tender without assigning any reason whatsoever, or to accept some or all of the tank-lorries offered.
24. Tank-lorries quoted in the tender should have all valid documents such as explosive license, calibration certificate, registration certificates etc.
25. The tenderers have to quote rates in PRICE BID inclusive of the fuel cost. However, the successful tenderer would be required to purchase fuel/lubricants for the TLs engaged by BPCL at the Smart Fleet Retail Outlets of BPCL. For this the tenderer would have to enroll under CMS Fleet Card Scheme for his fuelling requirement. Initially, suitable amount of the billing amount from the carrier's monthly transportation bill shall be deducted & same shall be credited to his CMS Fleet Card account. However, the Company reserves the right to revise the amount of billing amount to be deducted for crediting it to Carriers CMS account.
26. BPCL will implement an integrated performance management system for T/L's details of which are given in Attachment-5 Clause 6 (j) and all successful tenderers will be bound by it. The said system can include introduction of new practices / scoring system to assess performance.
 - a) The tank lorry should be made available for loading as per the working hours of the locations on all working days (except when it is under delivery). An exemption for a maximum period of 15 days per year may be allowed for obtaining fitness certificates/calibration tests etc.
 - b) The tank lorry should report back to the loading locations within the specified trip timing of the particular load, fixed by the respective locations.
 - c) The tank lorry should be available for loading at the location in due compliance of the terms and conditions of the agreement with BPCL.
27. Public Carrier Vehicle Operators (PCVOs) / Tank Lorries blacklisted by any of the Oil companies are not eligible to participate in the tender. For tank lorry blacklisted at a later date, no replacement will be allowed.
28. Installation of Vehicle Tracking System (VTS) on tank lorries is a mandatory as specified by the company from time to time. The tank lorry without working VTS, shall not be loaded, In case BPCL enters into an agreement with VTS service provider on 'Service Delivery Model' where only monthly service charges towards end-to-end VTS services (including cost of VTS device and other related services) shall be paid by BPCL/Transporter –
 - (a) The finalised rate of monthly service charges (including service tax) per tank lorry/VTS device, shall be recovered by BPCL from transporter's monthly transportation payments due to them.

- (b) Presently, the monthly service charge for providing VTS service per tank lorry/VTS device is 324/- plus applicable service tax (presently @ 14.5%).
- (c) The VTS device to be installed on tank lorry shall remain the property of the VTS service provider.
- (d) The transporter shall bear the risk of accidental loss, theft, damage of any kind to the VTS device and to this extent, transporter may take necessary insurance for the same.
- (e) In the event, a VTS device is lost, destroyed, stolen or damaged beyond repair by the transporter and or their tank lorry crew, the cost of VTS device fee @ 25% of monthly service charges multiplied by the outstanding period (months) of the contract, shall be recovered from the transporter.
- (f) In the event, if BPCL terminates services of VTS service provider or tank lorry is blacklisted/terminated and not operated by BPCL –
- (i) The transporter shall return VTS device to the VTS service provider taking due care to not damage or destroy the VTS device and transporter shall make the tank lorry with VTS device available to the VTS service provider for de-installation of the VTS device.
- (ii) In case VTS device is not returned by the transporter to the VTS service provider, the termination fee @ 50% of the monthly service charges payable multiplied by the number of months remaining in the contract period, shall be recovered from transporters.
- (iii) In case VTS device in good and working condition is returned by the transporter to the VTS service provider, no termination fee shall be recovered from the transporter. “
29. The Security locking system as specified by the Company from time to time should be installed at the cost of the tenderer.
30. Relatives (as per list enclosed) of employee/s responsible for award and execution of this contract in BPCL are not permitted to quote against this tender. The tenderer shall be obliged to report the name/s of person/s who are relatives of any employees of the BPCL or any of its subsidiary companies or IOC or HPC or any officer in the State or Central Government, and who are working with the tenderer 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 tenderer's part entitling BPCL to all rights and remedies available thereof including termination of contract.
31. Tank Lorries running in fuel other than HSD will not be eligible to BID.
- 32. There will be a Pre-Bid meeting on 09.12.2015 at 14.30 hrs at our BPCL Gaigaon Depot, P.B. No. 154, Tal-Balapur, Gaigaon, Dist-Akola, Maharashtra - 444109.** All interested tenderers are requested to attend this meeting, wherein salient features of the tender, e-tendering process shall be explained and necessary clarifications required by the tenderers will be provided.

C. EVALUATION OF THE TENDERERS:

1. This Public Tender is floated in two bid system i.e. technical (Pre-Qualification) bid and price bid. First technical (pre-qualification) bid will be opened on scheduled date & venue, and the same will be evaluated. Electronic Price bidding will be held only for the technically qualified tenderers, based on the outcome of technical (pre-qualification) bid evaluation. Electronic Price bidding will be done only on predetermined date and the same will be communicated to the technically qualified tenderers.
2. Price bid includes offer for rates for each capacity of T/Ls, under following 3 sectors :
 - (i) Delivery within the FDZ Rs. per KL.
 - (ii) Delivery within the State in Paise per KL per KM.
 - (iii) Delivery outside the State in Paise per KL per KM.

Tenderers should quote rates for all the above sectors separately, for each capacity of the T/Ls offered by them.

3. BPCL shall offer estimated transportation rate for each sector. Tenderers shall quote upto +/- 5% of the BPCL offered estimated transportation rate. The tenderers quoting beyond +/- 5% of any of the BPCL estimated transportation rate shall be treated as disqualified & their tender shall be rejected.
4. Tenderers will be listed in ascending order as per their ranking. Tenderer with minimum financial outgo to the Company will be ranked L-1. Tenderer with the next lowest financial outgo will be ranked L-2 and so on. The list will include all the technically qualified tenderers in the ranking based on the rates quoted by them along with the number of tank-lorries offered.
5. In case, rates offered by L-1 tenderers are acceptable to BPCL, number of tank-lorries quoted by the L-1 tenderers will be allocated up to the requirement.
6. In case, rates offered by L-1 tenderers are on higher side, negotiations / counter offer exercise will be carried out with such tenderers. Number of tank-lorries quoted by these tenderers will be allocated at the revised rates accepted during negotiations / counter offers.
7. In case of the T/Ls offered by L1 tenderers are not meeting full requirement, then the L1 rates/revised rates accepted by L1 tenderers would be offered to all the remaining tenderers and based on their ranking and acceptance, T/Ls would be inducted at above rates till the requirement of all T/Ls is met.
8. In spite of the exercise as above, if, full requirement of tank-lorries is not met, then negotiations / counter offer exercise will be continued with the other tenderers in order of their ranking till full requirement of tank-lorries is met.
9. In case, for a particular ranking, tank-lorries offered are more than the requirement then the tank-lorries will be taken based on the following order of priority:
 - a) OWN higher capacity Tank Lorry offered.
 - b) Tenderer offering highest number of Own TL's of the specific capacity
 - c) Number of Tank Lorry offered with lower age.
 - d) Number of total Tank Lorry offered

Transporters in a particular ranking will be further ranked based on the above order of priority and allocations will be made only till such time that the full requirement of tank lorry is met. Consequently, transporters who rank lower may not get the allocation.

10. At a particular ranking, tank-lorries offered by technically qualified SC / ST tenderers shall have preference as per Govt. of India directives.
11. In view of the Critical nature of the Transportation Services, the Corporation wishes to negotiate and award jobs to other than L1 even if the requirement is fully met by L1. Hence the Corporation may decide at its sole discretion to distribute the quantities amongst the technically and commercially acceptable tenderers. In such situations the following distribution pattern will be adhered to:

The Job will be distributed among 3 tenderers, and the percentage allocation among them would be L1 – 70%, L2 – 20% and L3 – 10%.

In case of only two tenderers, percentage allocation among them would be L1 - 80% and L2 - 20% respectively.

12. In case, sufficient number of T/Ls are not available for the requirement of particular capacity of T/Ls, then BPCL may engage lower capacity T/Ls on the condition that the tenderers would provide higher capacity T/Ls as required by BPCL, within a period of 6 months from the date of signing the agreement beyond which period, the rate applicable shall be the L-1 rate of the higher capacity lorry or contracted rate of the lower capacity lorry of the Tenderer, whichever is lower. The rate payable for the higher capacity T/L engaged will be as per the rate agreed with the tenderer. If the rate for higher capacity is not established with the tenderer at the time of signing of agreement, then L1 rate applicable for that capacity of T/L for the concerned location would be applicable. If, rate for higher capacity T/L is not established for the location then the rate finalized for the nearest location within the State will be applicable.
13. In the event of non-placement of Tank Lorry post issue of LOI, the defaulters will be penalized as follows:
 - a. **Full non placement of Tank lorries** – Forfeiture of EMD including putting on holiday for five years.
 - b. **Partial non-placement of Tank lorries** –
 - i. Forfeiture of 1 lakh per lorry from SD- maximum upto SD amount.
 - ii. Withdrawal of LOI and cancellation of contract, if the full complement of the tank lorries allocated (even if one TL) but not placed by the transporter.

D. EARNEST MONEY DEPOSIT (EMD):

1. Tenderer shall pay EMD at the rate of Rs. 5,000/- per tank-lorry offered. Tenders not accompanied by EMD of Rs. 5,000/- for each tank-lorry offered shall be rejected. EMD should be paid by Demand Draft drawn on any Scheduled Bank in favour of “Bharat Petroleum Corporation Limited” payable at Mumbai.
2. Tenders downloaded from the website, should enclose DD (Non-refundable) of Rs. 1145.00/- per set drawn on any scheduled bank payable at the Mumbai in favour of BPCL. Tender documents, which are not enclosed with a DD of Rs. 1145.00/- shall be rejected.
3. A cash receipt will be issued for the EMD, after the tenders are opened and scrutinized. The tenderer should retain the cash receipt for obtaining refund.
4. 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 tender with such stipulation will be treated as without EMD and shall be rejected.
5. Interest is not payable on EMD.
6. EMD is liable to be forfeited, if the tenderer 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 tender, or if the tenderer does not furnish the required security deposit (Bank Guarantee), or if the tenderer is unable to position any or all offered tank-lorry/s within one month after the issuance of Letter of Intent / award of contract. Failure to submit the bid confirmation (Attachment 12) within two working days on completion of electronic price bidding, or if a variation is observed between on-line price bid and the bid confirmation price, it would result in forfeiture of EMD.
7. EMD would be refunded only after finalization of the tender. While claiming refund, the original Cash Receipt issued by the BPCL must be surrendered. In case the Cash Receipt is lost/ misplaced, an Indemnity Bond in specified proforma supplied by the BPCL is to be submitted on non-judicial stamp paper of appropriate value (at tenderer's cost), duly notarized.

E. NEGOTIATIONS:

1. BPCL reserves the right to negotiate with any or all the tenderers.

2. Tenderers may be required to visit BPCL or any other office of the BPCL for negotiations / verification of documents, entirely at the cost of tenderers.
3. Only the proprietor of the firm or the legally authorized representative of the firm may personally attend such negotiations, as commitments made and / or clarifications given during the negotiations will be binding on the tenderer/s. He / She should carry the necessary authorization to attend such negotiations and to hand over an authenticated copy of the same to BPCL's representative/s participating in negotiations.
4. Originals of the documents submitted as copies along with the tender documents, as well as documentation to substantiate statements made in the tender document are to be produced for verification by BPCL during negotiations or at any other time at the discretion of BPCL.

F. SECURITY DEPOSIT (SD):

1. Successful tenderers will be required to furnish Bank Guarantee at the rate of Rs. 1,00,000/- per TL subject to a maximum of Rs. 5,00,000/- within 15 days of issuance of LOI/ Work Order. A successful tenderer is required to submit a Bank Guarantee strictly in specified proforma valid for five and half years.
2. 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 contractor under this contract or deposits made by or payments due to the contractor under any other contract with BPCL.
3. Security Deposit (Bank Guarantee) would be returned after expiry of six months of completion of the contract on written request from the contractor, subject to satisfactory performance
4. The tank lorries of the successful tenderer will be engaged only after signing of Agreement and submission of Security Deposit (Bank Guarantee).

G. CONTRACT PERIOD:

Unless otherwise specified or agreed to, the contract will be awarded for 5 (Five) years with effect from 01.04.2016. In case the tender is finalized at date later than 01.04.2016, then the effective date shall be as mentioned in LOI / Work Order.



The logo of Bharat Petroleum, featuring a stylized blue and yellow swirl design above the text "Bharat Petroleum" in a bold, blue, sans-serif font.

H. EXECUTION OF AGREEMENT:

1. Successful tenderer/s will be required, before undertaking the contract, to sign the Agreement, within 15 days of the date of issue of the LOI and should physically place the tank-lorries at the location within 30 days from the issue of Work Order. In case of failure, BPCL will have the right to reject the induction of such tank-lorries.
2. Tenderers are advised to carefully scrutinize the specimen set of Agreements Forms enclosed along with tender documents/downloaded from our website before submitting their tender. One set should be submitted with the tender, duly signed by the tenderer on all pages over the official seal, in token of acceptance of the terms and conditions thereof, and other set be retained with the tenderer.
3. In case of Partnership Firms and Limited Companies, when the person signing the tender is not the authorized signatory, necessary power of Attorney authorizing the signatory to act on behalf of the proprietor/ firm should be produced before signing the agreement, and an authenticated copy of the power of Attorney should be submitted for the record of BPCL.
4. Failure to execute the agreement and / or furnish required Security Deposit (Bank Guarantee) within 15 days of issue of LOI and / or physical placement of Tank lorries at the location within 30 days of issue of work order may render the tenderer 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. All terms & conditions stipulated in the Notice Inviting Tender, Guidelines for Tenderers, Tender Terms & Conditions, Declarations, Agreement and other documents furnished with the Tender and related correspondence shall form part of the contract.

I. RESERVATION:

- (1) The provision of reservation will be 15% (fifteen percent) & 7 ½ % (seven and a half percent) for Schedule Caste (SC) and Scheduled Tribes (ST) respectively on all India basis.
- (2) The members of SC / ST desirous of offering the tank-lorries will have to participate in the tenders floated by BPCL.
- (3) The SC/ST members should fulfill all tender conditions, and will not be eligible for any price preference or relaxation of standards.
- (4) If adequate number of tank-lorries offered by SC/ ST tenderers are not available in any particular year, the unfilled quota may be allotted to the unreserved categories in that year. However the unfilled quota may be carried forward to the next Tender also and offered to SC/ST candidates. If the quota of the previous tender is not filled even in the next tender, the unfilled quota of the previous tender may be de-reserved and allotted to general categories.
- (5) The SC / ST tenderer/s desirous of operating under partnership firm, or Private Ltd. Co., or Public Ltd. Co. 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.
- (6) Caste certificate for each individual member of a Partnership / Public / Private / Cooperative Firm should be enclosed as proof along with the Technical (Pre-Qualification) bid.
- (7) 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 tender.
- (8) The registered owner/s of the tank-lorries offered by the SC or ST tenderer/s must also belong to the same category, either SC or ST, as the case may be. In other words, if the tenderer is issued LOI/ Work Order under SC category, all the registered owners of the tank-lorries offered against the particular LOI/ Work Order must also belong to SC.
- (9) If any of the tank-lorries offered do not belong to a member of the category concerned, i.e. SC or ST, as the case may be the tender will be treated as under general category.
- (10) (Confirmation on applicability of "micro, small and medium enterprises development act, 2006 (MSMED Act 2006)")

(a) SELECTION CRITERIA: Selection of vendor [1 No; i.e. 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.

J. MISCELLANEOUS:

1. Tank-lorries to be provided to BPCL for transportation of bulk petroleum products should preferably be covered by National Permit / Zonal Permit at Contractor(s) cost. The contractor's shall have to provide specified number of tank-lorries for operation within the state as directed by the Company.
2. BPCL reserves the right to reject the tender of any or all the tenderers without assigning any reason whatsoever at its absolute discretion. BPCL reserves the rights to withdraw / cancel / modify this tender without assigning any reason whatsoever.
3. BPCL reserves the right to accept all or some of the tank-lorries offered by the successful tenderers, without assigning any reason whatsoever. The decision of BPCL shall be final and binding.
4. BPCL will have the right to assign the tank-lorries offered in any one tender to any contract in any other State / Region / Location, on any route, temporarily or permanently, and the decision of BPCL will be final and binding on the successful tenderers / contractors.
5. The tank-lorries offered should comply at all times with valid permits, rules and regulations of Statutory / Government authorities.
6. Wherever the word tank-lorry, tank-lorries, TL, TT, Tank Truck has been mentioned, the same applies to Petroleum Product tank-lorries.
7. No unsolicited correspondence / queries will be entertained while the award of the transport contract is under review / consideration. BPCL regret their inability to answer individual queries.
8. If any of the information submitted by the tenderer is found to be incorrect at any time including the contract period, BPCL reserves the right to reject the tender / terminate the transportation contract and reserves all rights and remedies available.
9. Each page of the tender document including notice inviting tender enclosed along with the tender document must be signed by the legally authorized representative of the tenderer, with the official seal, for having fully read and understood the terms and conditions of this tender.
10. The terms "BPC", "BPCL", "The Corporation" 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 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001 and its successors and assigns.
11. Tenderers willing to participate in the tender shall have to necessarily sign the Integrity Pact Agreement attached with the tender document and submit along with the Technical Bid.
 - a) Proforma of Integrity Pact (IP) shall be returned by the Bidder/s along with the bid documents (technical - Pre-Qualification bid in case of 2 part bids), duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed along with the bid documents shall result in the bid not being considered for further evaluation.
 - b) If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover Bidder Liquidated Damages amount by forfeiting the EMD/Bid Security as per provisions of the Integrity Pact.
 - c) If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit (Bank Guarantee) as per provisions of the Integrity Pact.
 - d) Bidders may raise disputes/complaints if any, with the nominated Independent External Monitor.

The name, address and contact numbers of Independent External Monitor (IEM) appointed to oversee implementation is given below:

Shri.Shantanu Consul.
No.9 MCHS (IAS Officers Colony), 16th Main (IAS Officers Colony)
BTM 2nd Stage, BANGALORE 560 076

E-Mail: shantanuconsul@gmail.com
Mobile: 09740069318

K. REJECTION CRITERIA:

Tenders will be rejected in the event of the bidders not complying with any of the following tender guidelines.

- a. Non-Payment towards the cost of tender document downloaded from web site.
- b. Non-Payment of EMD/insufficient EMD.
- c. Number of tank lorries offered is not in line with the tender requirement.
- d. Age of tank lorry is not in line with the tender requirement.
- e. Tender document not submitted in stipulated format.
- f. Tender insufficient of all the required documents.
- g. Tender document submitted without signature and seal in all pages.
- h. Tenders not meeting any of the Tender Terms and conditions or incomplete in any respect or with any additions, deletions or modifications are liable to summarily rejected without any further communication to the tenderer and decision of BPCL in this regard shall be final and binding.
- i. It is mandatory for the Tenderers to quote rates for all the sectors i.e. FDZ, within & outside State for the offered capacity of T/L. In case of failure to quote for all the sectors the price bid will be rejected

L. 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.

Signed in acceptance of the aforesaid tender conditions.

Date:

Signature _____

Name of Person signing _____

Tenderer's Name and address with seal _____

**TENDER FOR TANKLORRY REQUIREMENT FOR ROAD TRANSPORTATION OF BULK PETROLEUM PRODUCTS.
TENDER NO. BPC/WR/MH-GAIGAON/POL/BULK/2016
GUIDELINES FOR TENDERERS.**

1. GENERAL:

- 1.1 This tender is being invited for Tanklorry requirement for road transportation of bulk petroleum products like MS/HSD/SKO/Branded fuels/ATF, etc. from BPCL GAIGAON DEPOT.
- 1.2 Each page of the tender document is to be signed by the legally authorized representative of the tenderer, with the official seal.
- 1.3 If additional sheets are required, photocopies may be used and pasted accordingly. The number of such extra pages used should be indicated in the Covering letter (ref item 2.1 hereafter).
- 1.4 All entries are to be made in ink. No over-writing/ whitening/ erasing out is permitted. All corrections are to be made by scoring out incorrect entries, and such corrections are to be signed by the legally authorized representative of the tenderer, with the official seal. Tenders deficient in this respect are liable to be rejected.
- 1.5 For any further clarification, concerned officials at BPCL Regional Office or BPCL. GAIGAON may be contacted.
- 1.6 Copies of Registration Certificate, Certificate of Fitness, PESO License, etc, enclosed along with Tender Form, shall be attested by a Gazette Officer.
- 1.7 This tender is in 2 bid system, comprising of Technical (Pre-Qualification) Bid E-Tendering and on line Electronic Price Bid separately.

2. TECHNICAL(PRE-QUALIFICATION) BID:

- 2.1 Covering letters listing all enclosures.
- 2.2 Particulars of tenderer (Attachment-1).
- 2.3 Particulars of tank-lorry/s offered (Attachment-2).
- 2.4 Details of the relationship with Directors of BPCL and Declarations 'I', 'II' and 'III' (Attachment-3).
- 2.5 Attested copies of caste certificate (wherever applicable) (Attachment-4).
- 2.6 Enclose EMD Demand Draft, which should be drawn on a scheduled Bank payable at Mumbai. If it is found that EMD paid through DD is not acceptable due to technical or any other reason, the tender will be rejected.
- 2.7 Attested acknowledged copy of the latest Income Tax Return Filed and PAN card.
- 2.8 Attested copies of Trading License or Company Registration Certificate.
- 2.9 Attested copies of Partnership Deed or Certificate of Incorporation.
- 2.10 Attested copies of valid Registration Certificate, Certificate of Fitness, CCE License, Insurance Policy and Calibration Certificate for each of the tank-lorries offered.
- 2.11 Agreement for hiring of Tank lorries for movement of Bulk Petroleum Products (Attachment-5).
- 2.12 Bank Guarantee for Security Deposit (Attachment-6).
- 2.13 Power of Attorney (Attachment-7).
- 2.14 Undertaking for the tank-lorries offered (Attachment-8).
- 2.15 Affidavit for attached tank-lorries offered (Attachment-9).
- 2.16 Enclose DD of Rs. **1145.00/-** for tender documents downloaded from website The DD should be drawn on a scheduled Bank **payable at Mumbai**. If it is found that DD is not acceptable due to technical or any other reason, the tender will be rejected.
- 2.17 Industry Transport Discipline Guideline (Annexure to bulk petroleum products road transport agreement).
- 2.18 Integrity Pact Agreement. (Attachment 13)
- 2.19 Proforma for confirmation on applicability of Micro, Small and Medium Enterprises Development Act 2006 (MSMED ACT 2006).

All the documents of the Technical (Pre-Qualification) bid are to be submitted in an envelope super scribed as Tender No. BPC/WR/MH-GAIGAON/POL/BULK/2016 and marked as "Technical (Pre-Qualification) Bid - GAIGAON". The envelope is to be closed and sealed by gum / adhesive. Tender received in open condition will be rejected.

Tender envelope {Technical (Pre-Qualification) Bid} shall be put in the designated tender box before the closing time and date at our BPCL office i.e Bharat Petroleum Corporation Ltd. Gaigaon Depot, P.B. No. 154, Tal-Balapur, Gaigaon, Dist-Akola, Maharashtra - 444109. Note: Tender Envelope {Technical (Pre-Qualification) Bid} should be superscribed with Tender Name/Address/E-mail ID/Contact Phone Nos. and seal of the tenderer. Stapler pins **should not be used** to seal tender envelope or else tender shall be rejected.

3. PRICE BID:

The prices as per the bid basis described in Attachment 12 are to be quoted directly on line during the electronic bid to be conducted by “M/s. E Procurement Technologies Ltd.”. Schedule for transportation rate Segment/sector wise is given in para 4.3 (c) below. Details of the process are given in the subsequent paragraphs

IMPORTANT:

- a) Tenderers should **not put price bid confirmation format / rate schedule document** in the envelope containing Technical (Pre-Qualification) bid.
- b) Bid confirmation should be sent to BPCL, only after completion of on-line Electronic Bidding (Reverse Auction).

4. ON-LINE ELECTRONIC BIDDING (REVERSE AUCTION) :

- 4.1** BPCL intends to finalize the transportation rates through the process of Electronic Bidding (Reverse Auction). The tendering procedure will be the same as is normally being done by BPCL. The Electronic Bidding (Reverse Auction) will be done for determining the price bid.
- 4.2** BPCL has contracted “M/s. M/s. E Procurement Technologies Ltd.” to conduct an Online Bidding event for the finalization of Transportation rates for Bulk POL Product movements.

Role of “M/s. E Procurement Technologies Ltd.” in this engagement is to obtain the process compliance (Attachment 10), answer all questions relating to the process compliance, train all the bidders on the online bidding process, and conduct the online bidding event, to be followed by submission of the bidding report. Any question relating to the above should be directed to “M/s. E Procurement Technologies Ltd.” at the contact nos. provided in the format.

The Detailed procedures for on line Electronic Bidding (Reverse Auction) are given below.

4.3 Business Rules for finalization of Transportation of Bulk POL Products ex. GAIGAON locations are as given below:

BPCL shall finalize the Transportation of MS/HSD/SKO through Electronic Bidding (Reverse Auction). BPCL has made arrangement with M/s. E Procurement Technologies Ltd. , who shall be BPCL’s authorized service provider for the same. Please go through the guidelines given below and submit your acceptance of the same.

- a) Electronic Bidding (Reverse Auction) shall be conducted by M/s. E Procurement Technologies Ltd. on behalf of M/S BPCL, on a pre-specified date, while the tenderers shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by each agency. In extreme case of failure of Internet connectivity, (due to unforeseen circumstances- not power failure), fax communication shall have to be made immediately on FAX no. +91 079 40016816 of M/s. E Procurement Technologies Ltd., who may decide to extend the bidding time, at their discretion, but not as the bidders right.
- b) M/s. E Procurement Technologies Ltd. shall arrange for a live demonstration / training of the technically qualified bidder’s nominated person(s), without any cost to the bidder. They shall also explain the bidder, all the Rules related to the Electronic Bidding (Reverse Auction) / Business Rules Document to be adopted along with bid manual. It is mandatory for the Bidders to submit their written compliance / confirmation of having read and understood all the procedures of Electronic Bidding (Reverse Auction), before start of the on line bidding process in the format attached herewith as Attachment 10.

c) Rate Schedule for Transportation of POL Products ex :- GAIGAON

DESCRIPTION	FDZ (RS/KL)		BFDZ-WS (PS/KL/KM)		BFDZ- OS (PS/KL/KM)	
	12 KL	18 KL & ABOVE	12 KL	18 KL & ABOVE	12 KL	18 KL & ABOVE
BENCH MARK RATE	130.00	127.00	197.00	173.00	199.00	176.00
LOWER BAND (-5%) OF BMR	124.00	121.00	187.00	164.00	189.00	167.00
UPPER BAND (+5%) OF BMR	137.00	133.00	207.00	182.00	209.00	185.00

d) Procedure of Electronic Bidding (Reverse Auction)

- i. Electronic Bidding (Reverse Auction): All technically qualified bidders will be required to start bidding with their best offer on line at nominated date and time.
 - ii. It is mandatory for the bidders to bid for all the three sectors stated above. Failure to quote bids on-line for all the above three sectors will be considered invalid and rejected.
 - iii. The bidder has to place their best offer on-line within the minimum and maximum ceiling of BPCL provided estimated offer rate. The BPCL estimated rates shall be visible to the bidders before start of the bidding.
 - iv. After the completion of the Electronic Bidding (Reverse Auction), final Bid Price (CP) of the respective bidder shall be visible to him.
- e)** Successful tenderer shall be required to submit the final bids, quoted during the Electronic Bidding (Reverse Auction) in Attachment 12 after the completion of Electronic Bidding (Reverse Auction) to BPCL, duly signed and stamped as token of acceptance without any new condition other than those already agreed, within 2 working days after conclusion of Electronic Bidding (Reverse Auction) event.
- f)** Electronic Bidding (Reverse Auction) event shall be for a period of 60 minutes.
- g)** During, Electronic Bidding (Reverse Auction), if no bid is received within the specified time, BPCL, at its sole discretion, may decide to revise the Electronic Bidding (Reverse Auction) procedures.
- h)** The bid will be taken as an offer to execute the work. Bids once made by the bidder, cannot be cancelled/withdrawn. However, they will be permitted to revise their bids and the last bid put by him shall be taken as his final bid. Should the bidder back out and not execute the contract as per the price quoted, BPCL shall take action as appropriate including putting the Vendor on Permanent Holiday List and forfeiture of EMD.
- i)** The bidder shall be assigned a Unique User ID & Password by M/s. E Procurement Technologies Ltd. The bidder is advised to change the Password after the receipt of initial Password from M/s. E Procurement Technologies Ltd. to ensure confidentiality. All bids made from the Login ID given to the bidder will be deemed to have been made by that bidding company.
- j)** The bidder shall be able to view the following on their screen along with the necessary fields in the Electronic Bidding (Reverse Auction):
1. Bidding schedule.
 2. Bidding format along with BPCL's estimated rates with minimum and maximum ceilings
 3. Bids Placed by the bidder and the L1 rate.
- k)** At the end of the Electronic Bidding (Reverse Auction), BPCL will decide upon the winner. BPCL's decision on award of Contract shall be final and binding on all the Bidders.
- l)** BPCL shall be at liberty to call the lowest bidder for negotiations / cancel the Electronic Bidding (Reverse Auction) process / tender at any time, before ordering, without assigning any reason.
- m)** BPCL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

- n) Other terms and conditions shall be as per the techno-commercial offers and other correspondences till date with the bidders.
- o) The bidder is required to submit their acceptance to the terms / conditions / modality given above before participating in the Electronic Bidding (Reverse Auction).

4.4 Terms & Conditions of Electronic Bidding (Reverse Auction)

- a) **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by M/s. E Procurement Technologies Ltd. The Bidders are requested to change the Password after the receipt of initial Password from M/s. E Procurement Technologies Ltd. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- b) **BIDS PLACED BY BIDDER:** It is mandatory for all the bidders to place their bids on-line for all the three Sectors, failing which his bids will be rejected. The final bids of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled but revised. The bidder is bound to execute the work as mentioned above at their last bid price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, BPCL and / or M/s. E Procurement Technologies Ltd. shall take action as appropriate.
- c) **MULTIPLE BIDS BY THE BIDDER:** In case the bidder submits more than one bid, the last bid as per the time scheduled displayed during the Electronic Bidding (Reverse Auction) will be considered as the bidder's final offer to execute the work.
- d) **BIDDING TYPE:** Electronic Bidding (Reverse Auction)
- e) **DATE AND DURATION OF BIDDING:** The date of Bidding will be communicated later to all the technically qualified tenderers. The duration of Bidding will be for one hour. (THIS SCHEDULE IS TENTATIVE. IN CASE OF CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU DURING THE EVENT)
- f) **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during on line Bidding:
 - Bidding schedule.
 - Bidding format along with BPCL's estimated rates, with minimum and maximum ceilings.
 - Bids Placed by the bidder and the L1 rate.
- g) **BIDDING WINNER:** At the end of the Electronic Bidding (Reverse Auction), BPCL will evaluate all the bids submitted and subsequently will decide upon the ranking of the bidders, based on evaluation criteria stated in Tender document.
- h) **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the Bidding web site (<https://bpclproc.in>) using the Login Ids and passwords given to them.
- i) **OTHER TERMS & CONDITIONS:**
 - The Bidder or their representative shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not share the ID/Password or divulge either his Bids or any other exclusive details of BPCL to any other party.
 - BPCL's decision on award of Contract shall be final and binding on all the Bidders.
 - BPCL along with M/s. E Procurement Technologies Ltd. can decide to extend, reschedule or cancel any Bidding. Any changes made by BPCL and / or M/s. E Procurement Technologies Ltd. after the start of bidding will have to be accepted if the Bidder continues to access the site after that time.
 - BPCL / M/s. E Procurement Technologies Ltd. shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - BPCL / M/s. E Procurement Technologies Ltd. is not responsible for any damages or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- j) **DECREMENTAL VALUE:**

1. For FDZ: the value shall be Re.1/- (one) per KL
2. For all other sectors: the value shall be 1 (one) paisa/KL/KM

4.5 SUGGESTED SYSTEM CONFIGURATION FOR PC TO BE USED FOR ON-LINE BIDDING:

We suggest following system configuration of computer to be used by you for bidding so as to enable you to have better connectivity

PARTICULARS	DESCRIPTION
Operating System	Windows XP (SP 3), VISTA, Windows 7, 8 or higher
Processor	Pentium 3 and above
Memory	Minimum 64 MB of RAM and adequate working disc space (about 500 kb)
Internet Speed	Minimum 128 kbps
Internet Explorer	9 or higher

N.B.

All the Bidders are required to submit the process compliance statement /Training Form (Attachment- 11, Attachment-12) duly signed to M/s. E Procurement Technologies Ltd. on completion of the Training and Demo exercise After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers bidders).

After conclusion of the event, submit Final bid Confirmation as per Attachment 10 duly filled and signed to both BPCL & M/s. E Procurement Technologies Ltd. by fax/ letter or courier within two working days after conclusion of bidding event (BPCL fax No: 91-22-27764785 / M/s. E Procurement Technologies Ltd. Fax.No. 079 40016816. Please note that the prices mentioned in the Attachment 13 should match your last quoted (final) price in the online Bidding.

Please also note that, if the final bid confirmation (Attachment 13) is not submitted in the stipulated time, or a variation is observed between on line Bid amount and the bid confirmation amount it would result in:

- a. The offer would be rejected, due to non compliance with the tender terms and conditions
- b. BPCL would forfeit the EMD of the defaulting bidders on account of noncompliance.

At the end of the on-line Electronic Bidding (Reverse Auction) event, BPCL will have a list of all the bidders with their final bids, and will decide on awarding the business, based on tender procedures enumerated in the Tender document specifying terms and conditions.

BPCL's decision on the award shall be final and binding.

CONTACT INFORMATION :

M/s. E Procurement Technologies Ltd, A 201/208, Wall Street-II, Opp Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad 380006	Bharat Petroleum Corporation Ltd. Gaigaon Depot, P.B. No. 154, Tal-Balapur, Gaigaon, Dist-Akola, Maharashtra-444109.
Ahmedabad Office: For system related queries the following Centralised Help Desk Number of M/s. E Procurement Technologies Limited may be contacted: 079-40016868 (Ten Lines) Dedicated E-Mail: support@bpclproc.in	Mr. Kamlesh Pandhare Dy. Manager (Operations) In-charge Phone No. 07257-234142 Mob: +91-8550900456 E-Mail : kamleshspan@bharatpetroleum.in

5. STEPS FOR ONLINE BIDDING:

- a) Log on to <https://bpcleproc.in> vide your Log in and Password.
- b) Click on Auction>> Search Auction>> Live Tab.
- c) You will get the list of auctions applicable to you. Click on to “Agree to Terms and conditions” of the Respective Auction. Again I Agree, Here you will get the list of items for bidding.
- d) Now you can Start Bidding. Watch server time indicated in the bidding computer screen to monitor Bidding start and end time.

6. BIDDING PRICE FORMAT:

- a) CURRENCY: All tenderers have to quote their bids in Indian Currency in Rs. per KL for FDZ sector and Paisa /KL/KM for other sectors as mentioned in the format.
- b) OPENING PRICE: BPCL will declare its opening price with minimum and maximum ceiling which shall be visible to Tenderers at the start of Electronic Bidding (Reverse Auction). Bidders have to quote within the estimated ceiling rates provided. **Rates quoted outside the ceilings provided by BPCL will not be accepted on-line.**

7. AWARD DECISIONS:

It may be noted that the lowest bidding tenderer during the Electronic Bidding (Reverse Auction) need not automatically win the business and, if BPCL is not satisfied with the price achieved through the e-bidding process, BPCL reserves the right to negotiate further with the bidders to achieve a suitable price.

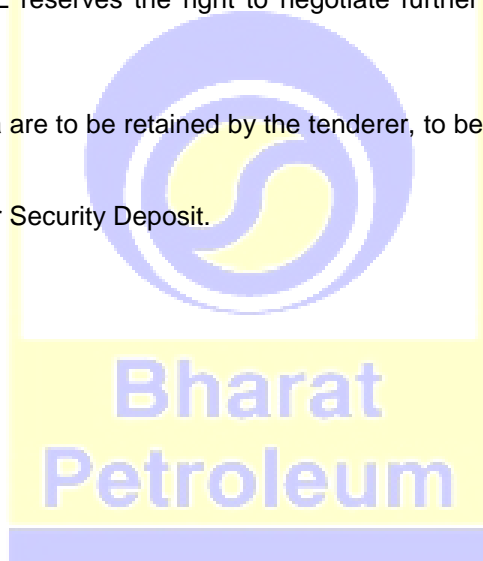
8. PROFORMA:

The following proforma are to be retained by the tenderer, to be submitted at the time of acceptance of the contract.

- a) Bank Guarantee for Security Deposit.
- b) Power of Attorney.

(Attachment 6)

(Attachment 7)



TENDERER'S COVERING LETTER (2.1)

TENDER NO. : BPC/WR/MH-GAIGAON/POL/BULK/2016

CATEGORY: SC/ST/GEN (Tick one)

FROM: M/s. _____ (Name and Address of the tenderer)

To:

Ch. Manager Logistics (Retail), WR,
Bharat Petroleum Corporation Ltd.

Dear Sir,

SUB: TENDER FOR ROAD TRANSPORTATION OF BULK POL PRODUCTS (MS/HSD/SKO/BRANDED FUELS) EX BPCL LOCATIONS AT GAIGAON IN THE STATE OF GUJARAT

With reference to your subject tender, we confirm having carefully read, studied and understood various conditions / documents provided with the tender. Details of documents submitted on-line and in physical form are as under:

Sr. No.	Particulars	Documents to be Submitted	
		ON LINE	PHYSICALLY
1	Terms and Conditions of Tender Document	✓	✓
2	Particulars of Tenderer as per Attachment-1	✓	✓
3	Particulars of Tank Lorries offered as per Attachment-2	✓	✓
4	Attested copy of PESO License	✓	✓
5	Attested Copy of Valid Calibration Certificate	✓	✓
6	Oil Industry Transport Discipline Guidelines		✓
7	Transport Agreement as per Attachment-5		✓
8	Tender Documents duly signed and sealed on all pages by the Tenderer		✓
9	Integrity Pact. Attachment-13		✓
10	Tenderer's covering letter		✓
11	General Irrevocable Power of Attorney as per Attachment-7		✓
12	Details of relationship with BPCL directors and declaration I,II &III- Attachment-3		✓
13	Caste Certificate (wherever applicable) issued by Competent Authority-Attachment-4		✓
14	Specimen copy of Bank Guarantee for Security Deposit duly filled, signed and stamped Attachment - 6		✓
15	Undertaking as per format in Attachment- 8		✓
16	Affidavit for attached tank-lorries offered (Attachment-9)		✓
17	Attested acknowledged copy of the latest Income Tax Return filed and the copy of PAN card		✓
18	Attested copy of Trading License or Firms Registration Certificate		✓
19	Attested copies of Partnership Deed or Certificate of Incorporation		✓
20	Attested copies of RC Book, Fitness Certificate		✓
21	Attested copy of Insurance Certificate of all the Tank Lorries offered		✓
22	Tender Fee by Demand Draft of Rs.1145.00 (inclusive of Service.Tax) as per tender drawn on Bharat Petroleum Corporation Ltd. payable at Mumbai	✓	✓
23	EMD by Demand Draft of Rs.5000/- per Tank Lorry drawn on Bharat Petroleum Corporation Ltd payable at Mumbai	✓	✓
24	Attested copies of last three years audited balance sheet certified by qualified Chartered Accountant.		✓
25	Proforma for confirmation of applicability of MSME Development Act 2006		✓

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 enclosure No.....

Yours faithfully

Signature: _____

Name of Person Signing: _____

Tenderers Name and Address with Seal: _____

Date:

(2.2) Attachment-1-Technical (Pre-Qualification) Bid

PARTICULARS OF TENDERERS

1	Name of the firm of Tenderer	M/s.												
2	Registered Office Address of the Tenderer (With PIN Code)													
3	Address for Correspondence (with PIN Code)													
4	Contact Details	Phone:	Fax	Mobile No:										
5	E-Mail Address													
6	Status of the Tenderer (Please Tick one)	<input type="radio"/> Individual <input type="radio"/> Proprietor <input type="radio"/> Partnership <input type="radio"/> Limited Company <input type="radio"/> Co-Operative Society <input type="radio"/> Others (Pl. Specify)												
7	Registration No.of the firm:	Year of Establishment:												
8	Category (Please Tick)	<input type="radio"/> General	<input type="radio"/> Scheduled Cast	<input type="radio"/> Scheduled Tribe										
9	Permanent Account No.(PAN issued by Income Tax Department)	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>												
10	Name and Address of Proprietor/Partners:													
	Sr.No.	Name	Status	Address										
11	Name of Authorized Signatory													

12. Whether tenderer / Prop / any of the Partners / Directors are related (as defined under Companies Act 1956) to any of Directors of Company to which tender is being submitted. If so, name of Director of BPCL & nature of relationship.
13. We confirm that neither tenderer nor any tank-lorry offered is blacklisted by any BPCL, IOCL, and HPCL.
14. We confirm that neither tenderer nor any TANK LORRY offered are involved in any litigation, which would render the performance of any obligation imposed in case, the contract is awarded to us.
15. We confirm that rates offered by us will remain valid for acceptance by you up to 180 days from the date of closing of tender.

Date:

Signature_____

Name of Person signing: _____

Tenderer's Name and address with seal:



(2.3) Attachment -2 {Technical Bid}

PARTICULARS OF TANK LORRIES OFFERED (12 KL)

Sr. No.	RTO Regn. No	Make & Model	Engine No.	Chassis No.	Cap in KL	Owned by Firm /Partner/ Director / Proprietor	Name of Owner

PARTICULARS OF TANK LORRIES OFFERED (18 KL & ABOVE)

Sr. No.	RTO Regn. No	Make & Model	Engine No.	Chassis No.	Cap in KL	Owned by Firm / Partner / Director / Proprietor	Name of Owner

PARTICULARS

Age of tank-lorry offered should not exceed 15 years during the contractual period. The tank-lorries attaining the age of 15 years shall be removed from the contract and replacement with another Tank lorries having age less than 15 years will be the responsibility of the concerned tenderer.

Date_____

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

Note: Any discrepancy/mismatch of details provided at the time of e-tendering and the above details observed during the technical bid scrutiny will disqualify and the tender will be rejected.

(2.4) Attachment-3 {Technical (Pre-Qualification) Bid}

DETAILS OF RELATIONSHIP WITH BPCL DIRECTORS

Tenderers should furnish following details in the appropriate part based on their organization structure.

Organizational structure	Part of the form applicable.
--------------------------	------------------------------

Sole Proprietor	PART – A
Partnership Firm	PART – B
Company Private / Public / Co- operative Society.	PART - C

PART – A

(Applicable where Tenderer is Sole Proprietor)

1. Name:
2. Address:
3. State whether tenderer is related to any of the Director(s) of BPCL: YES / NO
4. If 'YES' to 3, State the name(s) of BPCL Director(s) and Tenderer's relationship with him / her.

Strike off whichever is not applicable.

Date:

Signature _____

Name of Person signing _____

Tenderer's Name and address with seal _____

PART – B

(Applicable where the Tenderer is a partnership firm)

1. Name of the partnership firm responding to the tender:
2. Address:
3. Names of partners:
4. State whether any of the partner of the tenderer is a Director of BPCL: Yes/No
5. If 'Yes' to (4) state the name(s) of the BPCL Director(s)
6. State whether any of the partner of the tenderer is related to any of the Director(s) of BPCL: Yes/No
7. If 'Yes' to (6) state the name(s) of BPCL Director(s) & the concerned partner's (of the tenderer) relationship with him/ her.

Strike off whichever is not applicable.

Date:

Signature _____

Name of Person signing _____

Tenderer's Name and address with seal _____

PART – C

(Applicable where the Tenderer is a Public/ Private Limited Company/ Co-operative Society)

1. Name of the Company/ Co-operative Society responding the tender:
2. Address of: (a) Registered Office:

(b) Principal Office:
3. State whether the Company is a Pvt. Ltd. Co. or Public Co. or Co-operative Society.
4. Names of Directors of the Company/ Co-operative Society
5. State whether any of the Director of the Tenderer/ Company is a Director of BPCL - Yes/No.
6. If 'Yes' to (5) state the name(s) of the BPCL Director(s).
7. State whether any of the Director of the Tenderer Company is related to any of the Director(s) of BPCL : (Yes / No)
8. If 'Yes' to (7) state the name(s) of BPCL Director(s) & the concerned Director's (of the tenderer Co.) relationship with him/her.

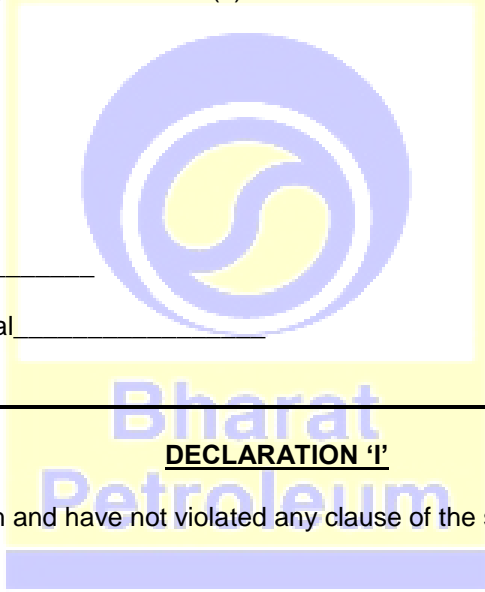
Strike out whichever is not applicable.

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____



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

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

DECLARATION 'II'

We declare that we do not have any employee who is related to any employee of BPCL/IOC/HPC/ KRL/NRL/Central/ State Government.

OR

We have the following employees working with us who are relatives of the employees of BPCL/IOC/HPC/ KRL/NRL/Central /State Government.

Name of the Employee
Of the Contractor

Name and Designation of
the employee of BPCL/ IOC/ HPC
/ KRL/NRL/Central/ State
Government and relation.

1. _____

2. _____

Strike off whichever is not applicable.

Date:

Signature _____

Name of Person signing _____

Tenderer's Name and address with seal _____

DECLARATION 'III'

The Tenderer is required to state whether he / she is a relative of any Director of BPCL or the tenderer is a firm in which Director of BPCL or his relative is a partner or is any other partner of such a firm or alternatively the Tenderer is a private company in which Director of BPCL is member or Director, (the list of relative(s) for this purpose is given below)

N.B: Strike off whichever is not applicable. If the tenderer employs any person subsequent to signing the above declaration and the employee so appointed happens to be relative of the Officer of BPCL/IOC/HPC/ KRL/NRL/Central/ State Government, the tenderer should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of BPCL/IOC/HPC/ KRL/NRL/Central/ State Government.

Date:

Signature _____

Name of Person signing _____

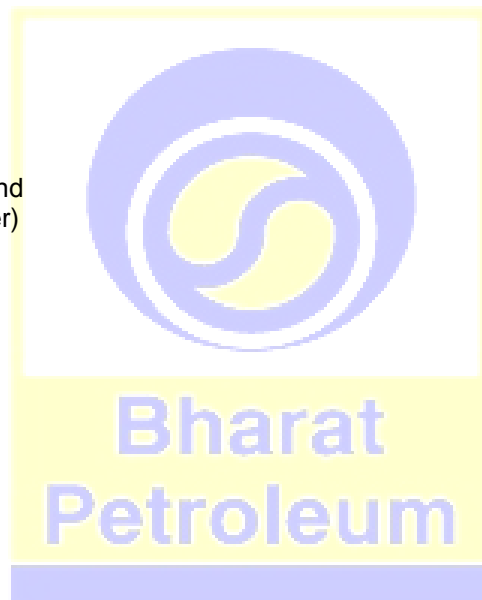
Tenderer's Name and address with seal _____

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's 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.



SC/ST CERTIFICATE

A tenderer 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 tender opening for the Bulk Petroleum Products transportation contract, 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 tenderer himself ordinarily resides otherwise than for the purpose of his own education.

The enclosed format is to be used for the purpose.

Annexure to Attachment - 4

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.....

Place.....State/Union Territory Signature.....

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

(With seal of Office)

* Please delete the words, which are not applicable.

@ Please quote specific Presidential Order.

2 / 3 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 (Lakshdweep Islands)



AGREEMENT FOR HIRING OF TANKLORRIES FOR MOVEMENT OF PETROLEUM PRODUCTS.

THIS AGREEMENT made _____ day of _____ 20____ between Bharat Petroleum Corporation Limited a Company registered under Indian Companies Act, 1913/1956 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 tank-lorries for Road transportation of bulk petroleum products from their various storage points to customers / other storage points.

WHEREAS the Carrier is engaged in the business of operating tank-lorries and is interested in the above job of the Company.

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

1. The Carrier will provide the Company with _____ no. of tank-lorries for transporting petroleum products as per LOI / Work Order issued by BPCL. Carrier has certified that it is the owner of tank lorries and / or sufficiently entitled to operate these tank-lorries throughout the Agreement period and these tank-lorries are not under Agreement with any other party. Further, these tank-lorries shall remain under exclusive use with the Company throughout the Contract period.
The carrier agrees to replace ___ number of Tank lorries of 12 KL with ___ number of Tank lorries of 18KL and above within 6 months from the date of signing of this agreement failing which the company shall be at liberty to take action as deemed fit including payment of freight at the rate applicable for higher capacity T/Ls.
- 2 (a) Each of the tank-lorry would be attached to a particular loading location / storage point of the Company as per LOI / Work Order issued by BPCL. The tank-lorry would be required to carry bulk petroleum products from the particular loading location (-----) to Company's Retail Outlets / Consumers / other storage points as would be instructed by the Company from time to time.
 - (b) In the event of resitement / change of loading location of the Company, tank-lorries attached to the old loading location would get automatically attached to the recited / changed loading location and rate and other terms applicable to the old loading location shall apply to the new loading location.
 - (c) In case required, Company would be entitled to utilise any tank-lorry attached to a particular loading location for bringing the petroleum products (bridging from another loading location to the base loading location, where the tank-lorry is contracted. In such cases the transport payment shall be made as per the following rules,
 - i) In case of change of the base location, which is temporary in nature payment will be made as per the rate stated in LOI/Work order.
 - ii) In case of change of base location, which is permanent in nature payments to be made as per the lowest finalised rate of the new location or base location whichever is lower.
In case of any disputes arising out of such movements, the terms and conditions including Arbitration Clause of this Agreement would be applicable
 - (d) In case required, Company would be entitled to utilise any tank-lorry attached to a particular loading location for movements of the petroleum products from another loading location to Company's Retail Outlets / Consumers / other receiving locations which are normally fed from that base loading location, where the tank-lorry is contracted. In such cases the transport payment shall be made as per the following rules,
 - i) In case of change of the base location, which is temporary in nature payment will be made as per the rate stated in LOI/Work order.
 - ii) In case of change of base location, which is permanent in nature payments to be made as per the lowest finalised rate of the new location or base location whichever is lower.
In case of any disputes arising out of such movements, the terms and conditions including Arbitration Clause of this Agreement would be applicable.
- (e) In case the Company desires to change the basis of loading of tank-lorry i.e. volume to weight or vice versa, the transportation rates shall be altered considering the standard conversion factors applied by the Company.

- (f) Company shall be free to engage one or more additional Carriers, either to run concurrently or separately, for transportation jobs from the same loading location.

3. Uniform Specification:

The tenderers have to ensure that the tank lorry crew always wears the prescribed uniform. The uniform for the tank lorry drivers and tank lorry helpers shall have the following specifications:

- a. Shirt
- b. Trouser.
- c. Winter Jacket (for cold weather locations)

Driver:

Shirt: Plain Dark Grey yarn –dyed fabric with half sleeves and double – sided chest patch-pockets. Left side chest patch pocket with BPCL logo.

Trouser: Plain dark grey yarn dyed with pleats and cross pockets in front and patch pockets at the back.

Helper:

Shirt: Navy blue yarn-dyed fabric with half sleeves and double sided chest patch pockets. Left side patch pocket with BPCL logo.

Trouser: Navy blue yarn dyed fabric with pleats and cross pockets in front and patch pockets at the back.

4. **Health Safety & Environment.**

Carrier will ensure that tank-lorries listed in the LOI / Work Order is always:

- (a) Maintained in sound mechanical conditions and having all the fittings up to the standards laid down by the Company from time to time.
- (b) Meeting the following mandatory requirements of the Company:
 - i) tank-lorries are to be painted as per the style and graphic design of Visual Manifestation as advised by BPCL from time to time, and the specifications to be obtained from the loading location, at the cost of Carrier.
 - ii) Additional declarations are made in Emergency Information Panel, colour code band and logos and advertisement of the specified Brand names as directed by BPCL from time to time, etc is painted, at the cost of Carrier.
 - iii) **ABS (Anti Lock Braking System)** is a mandatory requirement for every tank lorry. ABS should be installed in the tank lorry at the cost of the tenderer.
 - iv) All tank-lorries must be fitted with standard type retractable safety seat belts for both driver & cleaner.
 - v) Bucket type adjustable seats should be provided for the drivers & cleaner.
 - vi) Uniform for the Tank lorry crew members as specified by BPCL at the cost of Carrier. All crew members should ensure that they report in neat & tidy uniform. The uniform should be of 100% cotton cloth.
 - vii) Safety helmets/safety shoes for crew members as specified by BPCL.
 - viii) Insurance cover for Tank lorry crew (5 lacks for accidental death & 50,000 for medical cover)
 - ix) Training to PCVO drivers under Motor Vehicle Act & obtaining the endorsement on the driving license would be the responsibility of Carrier.
 - x) The Tank lorry should meet the design of OISD RP 167/ Operations manual checklist for safety/ PFS manual which are available at loading location.
 - xi) At the time of enrolment and subsequently at once in six months, the transporter shall get the drivers' health checked at least for blood pressure, sugar & vision and a medical certificate is submitted to location.
 - xii) Carrier shall submit the details of TL crew, antecedents of the TL crew obtained from the local Police & a copy of valid driving license of the driver to the base location & obtain entry pass from the location.
 - xiii) Speed Governor is mandatory and the speed limit to be fixed is 55 km/hr.

The Company reserves the right to take appropriate action as deemed fit if any of the above safety requirements is not complied by the transporter during the pendency of the contract.

- (c) Conforming to the statutory regulations like Indian Petroleum Act , Petroleum Rules, Motor Vehicle Act, PUC Norms, Carriage by Road Act 2007 etc. as applicable from time to time and the locking system should be as per BPCL approved drawing in manual available at supply location
- (d) Properly calibrated / stamped under the Weights & Measures Act. These shall be calibrated for single capacity up to maximum permitted under Motor Vehicles Act. Company would be entitled for insisting for calibration at Company's premises at the cost of Carrier.
- (e) Dual calibration of tank lorries is not permitted. These shall be calibrated for single capacity up to maximum permitted under Motor Vehicles Act. Company would be entitled for insisting for calibration at Company's premises at the cost of the carrier.
- (f) Having adequately trained Crew (driver and cleaner) for efficient operations. The driving license of the drivers should be endorsed for transportation of hazardous goods.
- (g) Equipped with sufficient number of rubber hoses having suitable couplings at both ends, bonding/ earthing with heavy-duty crocodile clips and dip-rods duly certified by Weights & Measures Department.
- (h) Training of the Tank Lorry crew is mandatory as per MV Act and BPCL's requirement. Crew who do not possess the training certificate will be not be allowed..
- (i) All the compartments of Tank Lorries should be pressure tested once in a year along with calibration. Tank Lorry without valid pressure testing certificate shall not be loaded..
- (j) Covered by Insurance Policy, inclusive of motor insurance as per statutory requirement. Also, product insurance covering the value of the product transported.
- (k) The tank-lorries listed in the LOI / Work Order will be made available to the Company at all times during the Agreement period at the loading location.
- (l) In case any of the tank-lorries is not made available by the Carrier on any day, Company would be free to use the services of any other tank-lorry and recover the difference in transportation charges from the Carrier.
- (m) In the event of breakdown or major repair of any of the tank-lorry, Company at its sole discretion, may accept any other tank-lorry of the Carrier for the period of break-down / major repair. Further, in the event Carrier request for the replacement of tank-lorry/s, Company at its sole discretion may accept the same. Failure to provide replacement of T/L or non-acceptance of replacement of T/L by BPCL, shall attract penalty as specified in 4(b) above.
- (n) Age of the tank-lorries offered should not exceed 15 years during the contractual period. Company shall remove the tank-lorries attaining the age of 15 years during the contractual period. Carrier will ensure replacement with another tank-lorry having age of less than 7years in 30 days. In case Carrier fails to provide replacement within 30 days, Company will be free to engage any other tank-lorry.
- (o) Meeting the following requirements of the Company:
 - i. The Carrier will ensure pasting/ display of advertisements on the tank-lorry for display of BPCL Brands as specified/provided by BPCL on regular basis.
 - ii. Carriers should ensure that they inform statutory authorities like Police, CCOE etc. in case of any accident/fire incident.
 - iii. Minimum wages/ESI/EPF as per local rules should be completely adhered by the Carrier.

The Officials of the Company would be entitled to inspect at any time, the tank-lorries and/or the documents of the Carrier / its crew is liable to carry under any statute/regulation or this agreement. Further, the Carrier shall submit to the Company certified copies of the calibration certificate and Explosive License and their renewals for every tank-lorry.

- 5 (a) Carrier will be responsible for all taxes, levies and other costs of running the tank-lorries, which shall also include-
 - i) Salary, minimum wages and other benefits and claims of Crew of tank-lorries and all members of Carrier's staff; Transporter shall ensure to make payment of Wages to the Tank Lorry crew through Bank.
 - ii) Payment of road tax, insurance and any other fees like permit, route fee etc., levied by statutory authorities;
 - iii) Cost of lubricants, tyres, repair etc;
 - iv) Calibration fees and other fee payable to Weights & Measures Department;
 - v) Compensation or any other benefit payable to tank-lorry Crew and it's other staff or third party under any statute or regulation both under regular working and arising from accident etc.;
- (b) Carrier shall keep Company indemnified in respect of 5(a) above. In case, Company is made liable to pay any part of above cost, the same shall be recovered from the Carrier. The Company shall not be obliged to contest any claim made upon it for payment.
- (c) It is agreed that the tank-lorries covered by this Agreement shall operate at the sole risk of the Carrier. In no case, Company would be held responsible for any loss or damage done to / by the tank-lorry while on the Company's work or parked in their premises or anywhere else.
- (d) Carrier shall make their own arrangement for parking of their vehicle overnight and / or during holidays.

- (e) The Carrier shall comply with all statutory provisions relating to his trade / business / profession including his own employees or employees engaged by the Carrier and BPCL shall not be responsible for his omission or commission.
 - (f) Any new levies on transporters will be borne by the Transporters.
- 6 (a) The Company will pay to the Carrier for the transportation work undertaken from the loading location and at the rates detailed in LOI / Work Order. This rate shall be valid for all roads and weather conditions and are calculated from loading location.

The successful tenderer would be required to purchase fuel/lubricants for the TLs engaged by BPCL at the Smart Fleet Retail Outlets of BPCL. For this the tenderer would have to enroll under CMS Fleet Card Scheme for his fuelling requirement. Initially, 40% of the billing amount from the carrier's monthly transportation bill shall be deducted & 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. The above rates are subject to escalation/de-escalation as per formula given in Schedule-A.

- (b) (i) Octroi charges levied on the product would be reimbursed by the Company against production of original receipts.
- (ii) Entry / Transit / Bridge / Toll (Pathkar) taxes paid by the Carrier for their tank-lorries while transporting petroleum products under this Contract would be reimbursed by the Company on round-trip basis subject to production of original receipts for payment. Company's decision whether any charge is reimbursable or not would be final and binding on the Carrier.
- (c) The transport charges payable under this Agreement are based on shortest route approved by the Company on the round trip basis (called RTKM). A list of current RTKMs applicable to storage points where subject tank-lorries are based are available with concerned storage point. Company would, however, be entitled to revise these RTKMs 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.
- (d) Company reserves the right to use the tank-lorries on their return trip based on Company's own operational convenience / requirement for delivery of petroleum products. Payment in such case would be made only to the extent of any additional distance covered beyond the normal RTKM route for which the movement was undertaken.
- (e) The procedure for payment of transport bills and reimbursement of entry / transit / bridge / toll tax / octroi charges prevalent in the Company from time to time would be binding on the Carrier.
- (f) The Company will endeavor to arrange unloading of the tank-lorries within reasonable time. However, no detention charges etc. are payable if, for any reason, such unloading is delayed at the receiving location.
- (g) The Carrier would provide consignment notes for each consignment loaded on a daily basis to the loading location.
- (h) The Carrier would provide transportation bill along with the consignment notes for each consignment to the base location for the consignment carried during the month, by 10th of the following month.
- (i) The Company would periodically review the performance of the Transporter/its crew on operational as well as the health, Safety & environment aspects. If the performance is not satisfactory then the Company would have the right to take appropriate action.
- (j) The Company may implement an integrated performance management system for TLs details of which are given below and all successful tenderers will be bound by it. The said system can include introduction of new practices / scoring system to assess performance.

CRITERIA FOR RATING CREW / TRANSPORTER					
		Max Marks		Items	Break up of marks
1	Breakdown of lorries	10	A	No. of days the lorry is under breakdown	7
			B	Condition of the lorry	3
2	Visual manifestation	10	A	VM standard of BPCL implemented	6
			B	In case of national permit lorries logo and minimum vm criteria fixed is implemented	2
			C	Neatly painted and maintained	2
3	Safety and other fittings	20	A	Spark arrester	2
			B	Fire extinguisher maintained	4
			C	Electrical wiring in order	4
			D	Master switches in order	3
			E	Earthing Wire provided	2
			F	Abloy Locking System	5
4	Trip Timings	20	A	No untoward delay in reporting to dealer and back from dealer to Supply Location	10
			B	number of trips per month	5
			C	Prompt Delivery	5
5	Uniform	10	A	Clean and Tidy	3
				Uniform	
			B	Safety Shoes	2
			C	Safety Helmets	2
			D	Person is clean	2
			E	Identity cards	1
6	Knowledge of crew	10	A	assessment in training session	4
			B	response in time of fire drills	2
			C	Quizes	4
7	Licenses / Records	10	A	CCOE License	2
			B	RTO Clearances	2
			C	Insurance Cover	2
			D	Weights & Measures Certificate	2
			E	TREM Cards	2
8	Dealer Complaints	10		Nil Complaints from dealer	10
		100			100

Annual performance below 90% of the criteria enumerated above will warrant for debarring the transporter from participating in all the future BPCL Tender irrespective of Business Units and termination of current tender.

- 7 (a) The Carrier shall deposit a Bank Guarantee of Rs. 1,00,000/- per Tanklorry subject to maximum of Rs. 5,00,000/- as Security Deposit for due fulfillment of terms of this Agreement. Security Deposit amount shall be paid in the form of Bank Gaurantee strictly in specified performa, valid for five and half years.
- (b) Company shall be entitled to adjust any sum due to it from the Security Deposit (Bank Guarantee) 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.
- 8 (a) The Carriers will be responsible for loading and discharging of the tank-lorries. All the instructions of the Company with regard to the same would be binding on the Carrier.
- (b) Only the Crew of the tank-lorry and authorized representative of the Carrier shall be allowed entry inside the Company's loading / unloading locations.
- 9 (a) The Carrier shall be responsible for quantity and quality of the products received by him for transportation. Acknowledgement by any member of Crew of the tank-lorry or by any other authorized person of the Carrier by way of signing on the Challan or any other Dispatch Document would be sufficient proof of acceptance of product quantity and quality by the Carrier.

- (b) The Carrier will comply with and give full co-operation to the Company in meeting the requirements of prevailing "Marketing Discipline Guidelines" as applicable to them.
- (c) If any shortage in quantity and / or variation in quality of product is found at any stage after tank-lorry leaves the Dispatch Storage Point up to Receiving location, the Carrier would be responsible for the same irrespective of reason and Company would be entitled to following –

In case of quantity shortage due to any reason like accident, theft, robbery, hijacking of Tank lorry etc., will be recovered from the Carrier at the following rate:

(i-a) For MS / HSD – Sales: Invoice value of the product and transport charges for the shortage quantity.

Stock transfer: Average Retail Selling Price of MS/HSD of all four Metros.

(i-b) For SKO - industrial selling price at dispatch location or receiving location, whichever is higher and transport charges for the shortage quantity.

(i-c) For all other products - as decided by the Company.

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

Above would be in addition to and without prejudice to the Company's right of termination of this Agreement as per clause 15.

10. Carrier will be responsible for ensuring that:

- (a) Rules and regulations of the Company in force are followed by him, his staff and Crew of tank-lorry.
- (b) All fittings in TANK LORRY should be ISI marked. Each TANK LORRY should carry one portable ISI marked 10 KGs DCP fire extinguisher in an easily accessible position away from the TANK LORRY unloading facilities and one portable 1 KG CO₂ / DCP / Approved equivalent fire extinguisher in driver's cabin. Company may ask for additional fittings / equipments as per requirement.
- (c) Each TANK LORRY should have double pole wiring system and should have security system arrangement as required by the company.
- (d) Any security system (for e.g.: locking system) decided by company to guard against malpractices will be unconditionally accepted by contractor. The modification / modifications of fittings if any on TANK LORRY would be undertaken at the workshops nominated by the Company, the cost of which will be borne by the Carrier. Carrier shall be responsible for safety / maintenance of such security systems.
- (e) tank-lorry delivers the product to the consignee specified.
- (f) The Crew has the correct delivery documents and TREM-Card.
- (g) tank-lorry follows the normal / approved route from loading location to receiving location.
- (h) Average trip-time is maintained.
- (i) Signature of recipient is obtained on the delivery documents.
- (j) Wherever required by Company, collect Cheques / draft / bank-slips etc from the recipient after ensuring that remittances are correctly drawn.
- (k) Handover receipted delivery documents and remittances pertaining to deliveries made, to the Company on the same day and before accepting next load. In case, return of tank-lorry is delayed for any reason whatsoever, such documents and remittance are reached to the loading location within 24 hours of completing the delivery.
- (l) Vehicle running in fuel other than HSD will not be eligible to participate in the tender.

11. In case any of the tank-lorries meets with an accident while it is loaded with Company's product, the Carrier shall:

- (a) Arrange conveying of information to dispatch storage points as also nearest police station;
 - (b) Guard the tank-lorry and product till arrival of rescue agencies;
 - (c) Arrange another fit tank-lorry to salvage the product from Accident tank-lorry;
 - (d) Bring such transshipped / salvaged product to Dispatch Storage Point or other location as directed by the Company at Carrier's cost.
 - (e) Be responsible and liable for loss / claims as determined by the Company.
- 12 (a) Carrier shall be responsible for any damage or loss caused to the Company's product or property by negligence or default of it's Crew, authorized representative or tank-lorry. This will also include confiscation of Company's product delivered to the Carriers by any statutory authorities.
- (b) The Carrier should strictly adhere to the "Industry Transport Discipline Guidelines" as enumerated in Annexure I to this Agreement.

- 13 (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 right on the tank-lorries.
- (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. Neither party to this Agreement shall be liable for the non-performance of any of its obligations under this Agreement so far as such non-performance is occasioned by conditions of the force majeure. The Force Majeure means natural calamities like floods, earthquake and other acts of God and riots, etc. The affected party shall give the notice of occurrence of any such calamities within a period of 24 hours of occurrence of such calamities. The performance of the respective obligations of the parties under this Agreement shall be resumed as soon such calamities, which have resulted in the non-performance, cease to occur.
15. This Agreement would be valid for period of five years from the effective date as given in the LOI / Work Order. However, Company reserves the right to terminate this Agreement by giving two months advance notice without being liable to give any reason or pay any compensation.

Notwithstanding anything to the contrary contained hereinabove, Company reserves the right to terminate this Agreement forthwith upon or at any time after happening of any of the following -

- (a) If the Carrier, its' proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.
- (b) If attachment in execution of a decree is passed against the Carrier, its proprietor or any of its' partners.
- (c) If road permits or statutory licenses / permissions granted to Carrier / its tank-lorries by transport or any statutory authorities is cancelled or revoked.
- (d) If any of the information submitted by the Carrier in the tender is found incorrect at any time.
- (e) Breach of any of the terms or conditions of this Agreement by the Carrier.
- (f) If the Carrier commits 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 / image of the Company or its' products or its services.
- (g) If the Carrier causes disruption in transportation of bulk petroleum products. The decision of Company will be final and binding on the Carrier.
- (h) On the death or retirement of proprietor or any of the partners of the Carrier firm. However, in case, Company does not exercise this option, the Agreement shall continue as between the Company and surviving / continuing partners of the Carrier. The legal representatives of the deceased partner or the retiring partner himself shall be liable for all the obligation of the carrier incurred up to the date of death or retirement but shall not be entitled to claim from the company any portion of Security Deposit (Bank Guarantee). Company shall account for Security Deposit (Bank Guarantee) to the surviving or continuing partners. The death or retirement of any partners shall be notified by the Carriers to the Company in writing within 24 hours of such death or retirement.
- (i) If the crew of the carrier commits any unsafe act such as rash driving, accident, non adherence to safety guidelines and not using safety/protective equipments etc. within or outside BPCL premises.
- (j) If the Carrier, its proprietor or any partners or Tank lorry crew misbehaves (abuse/ threat/ assault/ manhandles) with the consumers/Dealers or with the employee of the BPCL.

16. a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Company against the contractor 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 summery 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 Mumbai 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 Mumbai only.

- 17. This Agreement covers entire understanding between the parties. 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.
- 18. 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.

**Chief Operations Manager (Retail), West
Bharat Petroleum Corporation Ltd.,**

Name of Carrier,
Address,

Signed and witnessed at _____ on _____.

For COMPANY

- WITNESS 1.
2.

M/s. _____

(Authorized Signatory)
For CARRIERS

- WITNESS 1.
2.

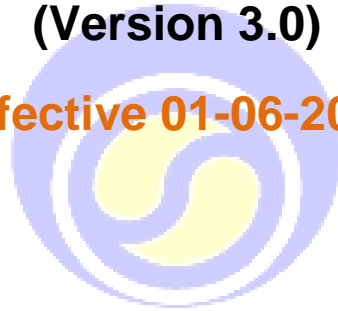
M/s. _____

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

OIL INDUSTRY TRANSPORT DISCIPLINE GUIDELINES

(Version 3.0)

Effective 01-06-2014



Bharat
Petroleum



INDUSTRY TRANSPORT DISCIPLINE GUIDELINES

Version 3.0

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. Now in view of various new initiatives taken by OMCs such as implementation of Vehicle Tracking System, revision in safety and security aspects, implementation of revised Marketing Discipline Guidelines (MDG) with effect from January 2013 etc., a need was felt to revise these guidelines. Accordingly, a committee comprising of the following members studied the issues involved and revised the Industry Transport Discipline Guidelines to be implemented effective 1st June 2014 :

COMMITTEE MEMBERS :

Sr. No.	Name	Designation	Signature
1.	Mr. E.A. Vimal Nathan (Convener)	General Manager (Supplies & Distribution), Bharat Petroleum Corporation Ltd. Retail Head Quarters, Mumbai.	
2.	Mr. S. Balasubramanian	Executive Director (Operations) Indian Oil Corporation Ltd. Head Office, Mumbai	
3.	Mr. H.C. Mehta	Executive Director (Operations & Distribution) Hindustan Petroleum Corporation Ltd. Head Office, Mumbai.	

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**Bharat
Petroleum**

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 :

- a. Correct Challan/ Invoice
- b. Correct TREM CARD and standing instructions
- c. 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.

3. 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 a. Sales document: Dispatch density of the product at 15⁰ C Celsius shall be indicated on sales document.
- b. Stock transfer document: Dispatch temperature & density of the product at 15⁰ C shall be indicated on stock transfer documents.

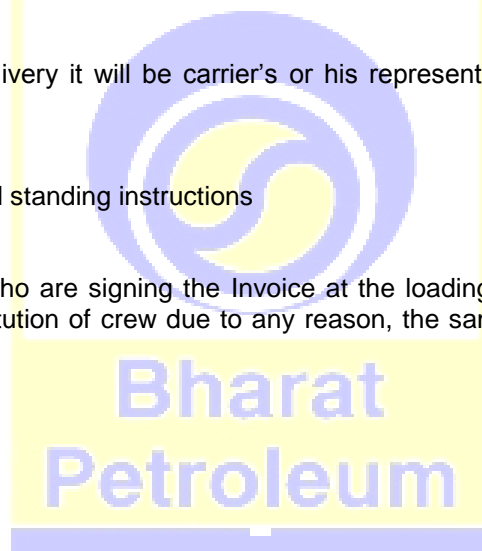
3.2 Sealing / Locking of Tank Lorry

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.

4. 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.

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 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 as per clause 8.1 of ITDG.

In case RO sample passes and TL1 fails, in the event of a request from the transporter (not a dealer-cum-transporter) for testing his retained sample, the same will be tested as per guidelines in presence of the field officer, dealer and transporter after due verification of the samples. Its results shall be compared with TL1 and SL1 results and decision of Oil Company shall be based on the test results of these 3 samples (TT retention sample with the dealer, SL sample and the TT retention sample with the transporter) and would be decisive and binding on all. All samples should be tested in the same Lab.

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 failure of TL1.

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.

5. 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.

6. 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 stipulated by the Oil Company. Any unauthorized deviation from the specified route would be considered as a malpractice and action will be taken against the carrier as outlined under clause no. 8.

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 any stoppage en-route. Any stoppage shall be construed as malpractice unless explanation given to the Location In-charge/nominated officer is accepted. If not, action will be taken against the TT/Carrier as outlined in clause 8.2.2.

6.6 Carrier 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.

7. 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. 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) 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 un-authorized stoppage en route. (b) Established 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/un-loading 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 representative that may be harmful to the good name/ image of the Oil Company, its' products or its services.	As decided by the company		

If the complicity of the carrier is detected in case of occurrence of any of above malpractice/ irregularity or incident of malpractice/ irregularity stipulating into blacklisting of second TT of the carrier (during the tenure of the contract), 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, in case of 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.
4. Mis-appropriation of security locking system.

8.2.3 Period of blacklisting

The period of blacklisting for the carrier & TTs shall be 2 years. Depending upon the seriousness of the offence, the carrier/ TT may be banned permanently.

.....

Annexure – I

Amendment Record

Amendment No.	Date	Page/s	Date Received	Chapter	Subject	Signature



Annexure – II

SAMPLE TAG

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


**Bharat
Petroleum**

(On Non-Judicial Stamp of Rs. 200/- (two hundred only)

BANK GUARANTEE

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 Carrier(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ the Company_____ and the Carrier(s) _____for (hereinafter called "the said Agreement") of the Security Deposit for the due fulfillment by the said Carrier(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 _____(Carrier(s)) 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 Carrier(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 Carrier(s) of any of the terms and conditions contained in the said agreement or by reason of the Carrier'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 Carrier(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 Carrier(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 of 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 Carrier(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 Carrier(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 Carrier(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 Carrier(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Carrier(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.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Carrier(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 _____ 20.

For _____

(Indicate name of the Bank and affix seal)

(2.13) Attachment - 7

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

GENERAL IRREVOCABLE POWER OF ATTORNEY

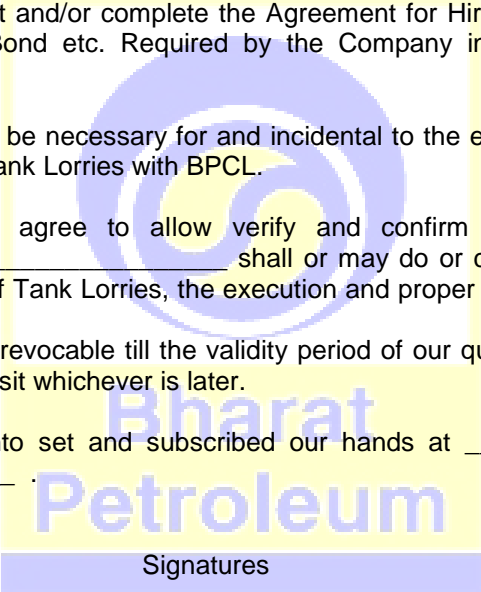
We, the undersigned (1) Shri _____ (2) Shri _____ (3) Shri _____ all residing at _____ the Partners / Directors of M/S _____ having its registered office at _____ do hereby nominate, authorize and appoint Shri _____ & Shri _____ who are our Partners/Directors in the firm to act as attorneys of our firm 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 transportation of petroleum products 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 the Agreement for Hiring of Tank Lorries 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 agreement for Hiring of Tank Lorries 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 Agreement for Hiring of Tank Lorries, 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/ Agreement for Hiring of Tank Lorries / or return 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)

UNDERTAKING

We declare as under:

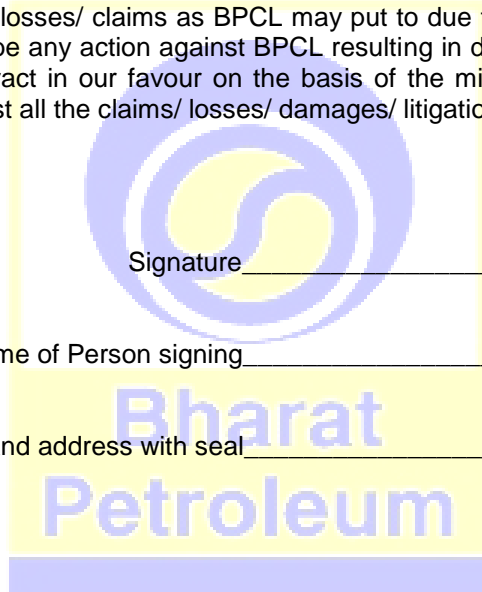
1. That the tank-lorries offered under contract to BPCL_____ Location has not been withdrawn from any other contract with any other Oil Company or any other Location of the BPCL without their prior consent..
2. That the tank-lorries under reference are not attached with any other Party/ Contractor/ Distributor and have not been withdrawn without their prior consent.
3. That the subject tank-lorries are not involved in any litigation other than routine cases of road accident or any violation of Motor Vehicles Act.
4. That we have not been blacklisted so far by IOC/ BPC/ HPC.
5. We further confirm that the details as furnished by us have been verified and found correct. We undertake to place the tank-lorries at the disposal of BPCL in case the contract is awarded in our favour. If any information is found to be incorrect, the contract if awarded to us shall be liable to be cancelled and we shall be liable to pay to BPCL such damages/ losses/ claims as BPCL may put to due to termination of the contract. We also undertake that, should there be any action against BPCL resulting in damages of whatsoever nature to BPCL on account of award of contract in our favour on the basis of the misrepresentations, we shall keep BPCL completely indemnified against all the claims/ losses/ damages/ litigations/ court action etc.

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____



PROCESS COMPLIANCE STATEMENT

Name of the Tenderer _____

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/WR/MH-GAIGAON/POL/BULK/2016
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 Tenderers 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 made cannot be withdrawn / cancelled under any circumstances but can be revised.
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 KI for FDZ sector and Paisa per KL per KM for other sectors.

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/WR/MH-GAIGAON/POL/BULK/2016” and all the supporting documents carefully and all terms & conditions mentioned in the tender and attachments/ annexure are acceptable to us.

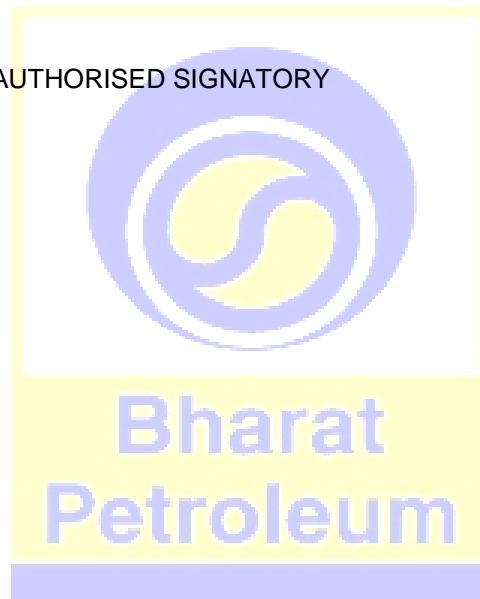
d) We have signed and submitted compliance statement with this letter.

Name of the Tenderer:

SEAL:

DATE:

SIGNATURE OF THE TENDERER / AUTHORISED SIGNATORY



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

TENDER REF : BPC/WR/MH-GAIGAON/POL/BULK/2016.

I/We _____ representing M/s. _____ had/have attended the training programme for Web Tender/ Electronic Bidding (Reverse Auction) conducted by M/s. M/s. E Procurement Technologies Ltd I/We have understood the procedure for placing the bids in Electronic Bidding (Reverse Auction).

SR No	Feature/Parameter	Understood the training(Yes/No)	Clarifications/doubts from the tenderer (if any)
1	Name of the site for Electronic Bidding (Reverse Auction) is https://eprocare.procaretiger.com		
2	Register Icon		
3	Procedure for Registration. M/s. E Procurement Technologies Ltd		
4	User Name		
5	Pass word		
6	"Log in" Icon		
7	Bidding Hall (ONLINE SCREEN)		
8	Bidding Id		
9	Server Time		
10	Start Time		
11	Close Time		
12	Time left for Bidding to conclude		
13	Bid History-Table		
14	Full View		
15	Procedure for placing bid		

Bidder Organization:

Name (s): 1

2

Signature(s):

Date & Time:

Place:

(On Non-Judicial Stamp Paper of Rs. 200/- (two hundred only))

AFFIDAVIT

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

1. That I / We are the owners of tank lorry no. _____ bearing engine no. _____ Chassis No. _____ make and model _____.
2. That I / We have attached / shall keep attached the above mentioned tank lorry with M/S _____ till the validity of POL Road Transport Contract awarded by _____ in favour of M/S _____.
3. That during above period, M/S _____ alone shall have all the rights of operating the said tank lorry and receiving consideration for such operation.
4. That, I / We also declare that , the tank lorry/lorries mentioned in Item 1) above, has not been withdrawn / not operating / and not black-listed from any other contract with any other Oil Company, or any other location of M/s. BPCL.

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

Attachment - 12.

PRICE BID CONFIRMATION (TO BE SUBMITTED ONLY ON COMPLETION OF ON-LINE BIDDING)

TENDER NO : BPC/WR/MH-GAIGAON/POL/BULK/2016

(NOT TO BE ATTACHED ALONG WITH TECHNICAL (PRE-QUALIFICATION) BID OR TENDER DOCUMENT).

RATE SCHEDULE FOR ROAD TRANSPORTATION OF BULK POL PRODUCTS EX GAIGAON LOCATIONS

Sr.		Confirmation of Rate after negotiation by the Tenderer in Rs/KL or Paisa/KL/KM.	
		In Figure	In word
1	12 KL - FDZ Rs/KL		
2	12 KL - Within state Paisa/KL/KM		
3	12 KL - Outside State. Paisa/KL/KM		
4	18 KL and above - FDZ Rs/KL		
5	18 KL and above - Within state Paisa/KL/KM		
6	18 KL and above - Outside State. Paisa/KL/KM		

We agree with the formula for working out escalation/ de-escalation in transportation rates on account of increase/ decrease in retail selling price of HSD as given in the Technical (Pre-Qualification) Bid.

Signature _____

Name of person signing _____

Tenderer's Name _____

Address with Seal _____

Note :

1. It is mandatory for the Tenderers to quote rates for all the sectors i.e. FDZ, within & outside Sate for the offered capacity of T/L. In case of failure to quote for all the sectors the price bid will be rejected
2. Quote by the tenderer shall not be less than the Minimum rate or more than the Maximum rate.
3. Rates in decimals are not acceptable.
4. The minimum amount payable shall not be less than the FDZ rate for any particular shipment.

SCHEDULE – A

FORMULA FOR WORKING OUT ESCALATION/ DE-ESCALATION IN TRANSPORTATION RATES ON ACCOUNT OF INCREASE / DECREASE IN RETAIL SELLING PRICE OF HSD:

Increase/ decrease in the transportation rate in Rs. per KL per KM: FORMULA:

$$\frac{\text{Increase / Decrease in 1 litre of HSD Retail Selling Price (RSP) **}}{\text{Q x Average KM/Lt}}$$

Where Q represents notional capacity of a Tank Truck and it is taken as 12 KL or 18 KL and average KM/Lt, is the distance, which a Tank Truck can run with 1 litre of HSD (loaded or otherwise) for the purpose of calculations.

** HSD RSP of nearest RO from supply point concerned inclusive of taxes (with following clarifications)

NOTE:

1. The retail-selling price of HSD as on the date 16.10.2015 at GAIGAON will be the base price. The transportation rates shall be finalized based on this base price of HSD.
2. The escalation / de-escalation of transportation rates will be allowed first of every month.
3. Escalation / de-escalation shall be applicable as per increase/ decrease in RSP (Retail Selling Price) of HSD, which will be the weighted average of RSPs of HSD during immediate previous month, and the new transportation rates arrived at on the above dates shall be applicable for a period of one month.
4. Only the increase/ decrease in RSP of HSD of nearest RO from the supply point concerned shall be considered and the escalation / de-escalation factor shall apply. In case of any dispute, the decision of the BPC shall be final and binding.
5. A onetime increment @ 5% on non-fuel component shall be given to the transporters subject to the following and as per formula given in **SCHEDULE B;**
 - (a) The non-fuel component of the rate i.e. the finalized rate less the corresponding HSD component, not exceeding 60% of the finalized rate, shall be considered for the escalation.
 - (b) The revised rate with an increment @ 5% would be applicable from the beginning of the 4th year of the tender contract period"

SCHEDULE – B

FORMULA FOR WORKING OUT ONE TIME INCREMENT @ 5% ON NON-FUEL COMPONENT AT THE END OF 3rd YEAR (FOR 5 YEARS TENDER CONTRACT PERIOD)

Let the transportation rate at the end of the 3rd year of the contract be **R** (Rs per KL per KM)

Let the Retail Selling price of HSD (as applicable for fuel escalation/de-escalation) be **H** (Rs. per litre) at the end of the 3rd year of the contract.

The capacity of the TL is taken as 12KL and the average distance travelled by the TL in 1 litre HSD is taken as 4KMs for a 12 KL tanklorry and 3.5 KMs for a TL of 18 KL and above.

Fuel component **F** is given by $F=H/12 \times 4=H/48$ in Rs. KL/KM for a 12 KL TL

Non fuel component N is given by: **$N=(R-F)$**

The increment of 5% is applied to N, which becomes **N^*** is given by:

$$N^* = (1.05) \times N$$

The revised rate would be **$N^* + F$**

Illustration:

Let us assume for 12 KL TLs:

R, the transportation rate at the end of 3rd year =Rs.2.2670 per KL per KM

H, the RSP of HSD= Rs.53.48 per litre

$F=53.48/48=Rs.1.1142$ per KL per KM

N, the non-Fuel component = $2.2670 - 1.1142 = 1.1528$ per KL per KM

Applying the increment of 5% on Rs.1.1528, we get

$N^*= 1.05 \times 1.1528=Rs.1.2104$ per KL per KM

Therefore the revised rate for the 4th and 5th years for 12 KL TLs would be $N^*+F=1.2104 + 1.1142 = Rs. 2.3246$ per KL per KM

Let us assume for 18 KL TLs:

R, the transportation rate at the end of 3rd year = Rs. 1.9076 per KL per KM

H, the RSP of HSD = Rs. 53.48 per litre

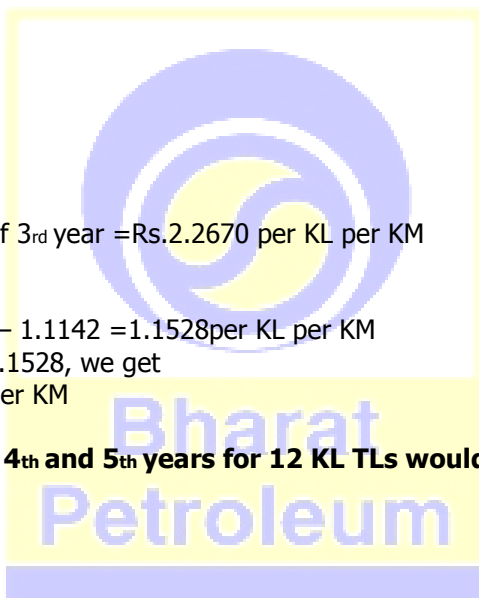
$F= 53.48/63=Rs.0.8489$ per KL per KM

N, the non fuel component= $1.9076-0.8489=1.0587$ per KL per KM

Applying the increment of 5% on Rs. 1.0587, we get

$N^*=1.05 \times 1.0587=Rs.1.1116$ per KL per KM

Therefore the revised rate for the 4th & 5th years for 18KL & Above TLs would be $N^*+F=1.1116+0.8489=Rs.1.9605$ per KL per KM.



INTEGRITY PACT

Between
Bharat Petroleum Corporation Limited (BPCL) hereinafter referred to as "The Principal",

And
.....hereinafter referred to as "The Bidder/Contractor/Supplier"

Preamble

The Principal intends to award, under laid down organization procedures, contract/s forThe Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s. In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International"(TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

1.The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1.

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b)The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential /additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

c)The Principal will exclude from the process all known prejudice persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor/Supplier

(1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder /Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business

details, including information contained or transmitted electronically.

d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder /Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor/Supplier can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit (Bank Guarantee).

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder /Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors /Suppliers/Subcontractors

- (1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Punitive Action against violating Bidders / Contractors /Suppliers/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor/Supplier

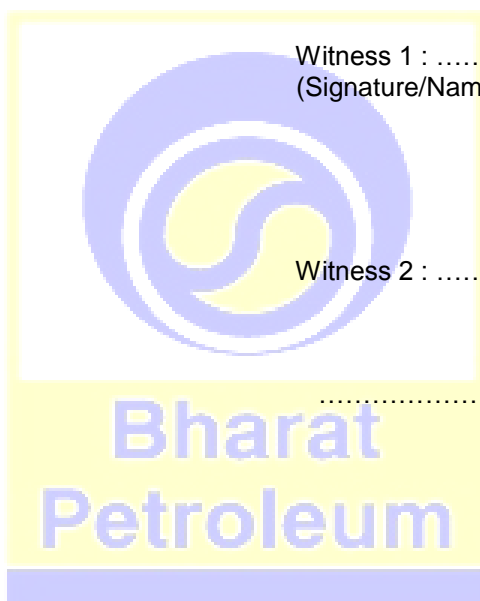
Place

Witness 1 :
(Signature/Name/Address)

Date
(Signature/Name/Address)

Witness 2 :

.....



PROFORMA' FOR CONFIRMATION ON APPLICABILITY OF "MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 (MSMED ACT 2006)"

1. You may aware that "Micro", Small and Medium Enterprises Development Act 2006" („MSMED“) has been come into force w.e.f. 2nd October 2006, which has repealed the provisions of the old Act regarding Small Scale Industrial undertakings.
2. As per the MSMED Act, Enterprises engaged in the manufacture / production of goods or rendering / providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery / equipment.
3. Such Enterprises are required to file a memorandum in the prescribed form to the appropriate authority as mentioned in the MSMED Act.
4. The term Enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.
5. For your ready reference, the definition of Micro, Small and Medium enterprises are given below:- Classification of enterprises engaged in :
 - a. Manufacture or production of goods pertaining to any industry specified in the First Schedule to the industries (Development and Regulation) Act 1951 as :

Nature of Enterprise	Investment in Plant & Machinery (#)
Micro	Does not exceed Rs.25 lacs
Small	More than Rs.25 lacs but does not exceed Rs.5 Crores
Medium	More than Rs.5 Crores but does not exceed Rs.10 Crores.

b. Providing or rendering Services.

Nature of Enterprise	Investment in Equipment
Micro	Does not exceed Rs.10 lacs
Small	More than Rs.10 lacs but does not exceed Rs.2 Crores
Medium	More than Rs.2 Crores but does not exceed Rs.5 Crores.

(#) In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as maybe specified will be excluded.

6. You are therefore requested to fill the "Format" (proforma attached) and submit the same along with proof of valid document / certificate, (indicating registration no.) in your offer. In case same is not submitted along with your offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.

CONFIRMATION ON APPLICABILITY OF "MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 (MSMED ACT 2006)

1. We confirm that provisions of "Micro, Small and Medium Enterprises Development Act 2006 („MSMED“) are applicable to us and our organization falls under the definition of :

- a. Micro Enterprise - ()
 - b. Small Enterprise - ()
 - c. Medium Enterprise - ()
- (Please put a tick in the appropriate box)

2. Copy of proof of valid document / certificate (indicating registration no.) of being a Micro / Small / Medium Enterprises are enclosed.

Place :	Signature of Authorized Signatory
Date :	Name :
	Designation :
	Seal:

Note : In case above Format along with proof of valid document / certificate (indicating registration no.) is not submitted in offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.