



**BHARAT PETROLEUM CORPORATION LIMITED**  
**(A GOVERNMENT OF INDIA UNDERTAKING)**

**NOTICE INVITING E-TENDER FOR TRANSPORTATION OF BPCL PACKED LPG CYLINDERS EX / TO BPCL LPG FILLING PLANT AT ALLAHABAD AND BABATPUR (IOC HOSPITALITY)**

Electronic Bids (E-Tenders) are invited under Two-Bid System from bonafide Bidders, who are willing to quote rates as per the terms and conditions contained herein after.

The Schedule of Tender is as under –

NAME OF THE WORK - TENDER FOR TRANSPORTATION OF BPCL PACKED LPG CYLINDERS EX / TO / BPCL LPG FILLING PLANT AT ALLAHABAD AND BABATPUR (IOC HOSPITALITY)			
NIT No.	Tender Download Period		Bid submission / Upload Closing date
	From	To	
BPCL / LPG / PKD / NR / 2019 / ALLAHABAD AND BABATPUR (IOC HOSPITALITY)	25/04/2019 10:00 Hours	15/05/2019 10:00 Hours	15/05/2019 10:00 Hours
TENDER OPENING DATE AND TIME : 15/05/2019 10:30 Hours			
PRE-BID MEETING - DATE - 29/04/2019 TIME:15:30 HOURS VENUE – OFFICE OF REGIONAL LPG MANAGER, BPCL NORTHERN REGION OFFICE, PLOT No. A, 5&6, SECTOR 1, NOIDA-201301, UTTAR PRADESH			
Contact Persons for Tender related queries : Name - Jaideep Kumar – Chief Manager Logistics (LPG) NR Phone No. 0120-2474706 ,Mobile no. 9999894978, Email : kumarja@bharatpetroleum.in Name : R. Pachori, Chief Manager Logistics (LPG) NR , Phone No. 0120-2474755 , Mobile no. 9414700800, Email : <a href="mailto:pachorir@bharatpetroleum.in">pachorir@bharatpetroleum.in</a>			
Tender documents (non-transferable) can be downloaded from the following Websites – <a href="https://bpclproc.in">https://bpclproc.in</a> <a href="http://www.bharatpetroleum.in">www.bharatpetroleum.in</a> <a href="http://eprocure.gov.in/cpp">http://eprocure.gov.in/cpp</a>			

NOTE – All bidders must have Digital Signature Certificate and shall have to register themselves at <https://bpclproc.in> website in order to submission of the bid online.

Online Bids submitted on the <https://bpcleproc.in> website shall only be accepted. DD pertaining to EMD and other related documents are to be dropped in the tender box kept at the Regional Office. All revisions, clarifications, corrigenda, addenda, time extensions etc. to the tender will be hosted on the above websites only. Bidders should regularly visit the website <https://bpcleproc.in> to keep themselves updated.

**TENDER SCHEDULE:**

1	Tender No	BPCL/LPG/PKD/NR/2019/ALLAHABAD AND BABATPUR(IOC HOSPITALITY)
2	Name of work	TENDER FOR TRANSPORTATION OF BPCL PACKED LPG CYLINDRS EX / TO BPCL LPG FILLING PLANT AT ALLAHABAD AND BABATPUR (IOC HOSPITALITY)
3	Earnest Money Deposit (EMD) (Returnable with no interest)	<p><u>GENERAL CATEGORY</u></p> <p>Rs.25000/- per Truck subject to maximum of Rs.300000/- per Bid.</p> <p><u>SC / ST CATEGORY</u></p> <p>Those tenderers whose proprietor(s) / all partners belongs to SC/ST category will have to submit the EMD as under –</p> <p>Rs.15000/- per Truck subject to maximum of Rs.100000/- per Bid.</p> <p><u>PROPOSED CATEGORY</u> – Rs.200000/- (Rupees Two Lakhs) for General Category and Rs.50,000/- (Rupees fifty thousand only) for SC/ST Category.</p> <p>EMD should be submitted by way of Cross Demand Draft / Pay order drawn on any Nationalized / Scheduled Bank in favour of Bharat Petroleum Corporation Limited payable at New Delhi.</p> <p>Micro, Small &amp; Medium Enterprises (MSME) category bidders will be exempted from payment of EMD provided MSME registration document is uploaded / provided as per tender terms and conditions. However no proposed / attached truck in MSME category is allowed.</p>

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4	Download of Tender Document is from following websites - <a href="https://bpcl.eproc.in">https://bpcl.eproc.in</a> <a href="http://www.bharatpetroleum.in">www.bharatpetroleum.in</a> <a href="http://eprocure.gov.in/cpp">http://eprocure.gov.in/cpp</a>	
(a)	Download starts on	25/04/2019 10:00 Hours
(b)	Download closes on	15/05/2019 10:00 Hours
(c)	Last Date and time for submission of completed E-tender documents on line	15/05/2019 10:00 Hours
5	Date & Time of Opening of Techno Commercial / Credential Bid	15/05/2019 10:30 Hours
6	Contact persons	Jaideep Kuamr, Ch. Mgr. Logistics (LPG) NR and R. Pachori, Ch. Mgr. Logistics (LPG) NR
7	Period of Contract	This contract will be valid for a period of Five years with effect from 01/07/2019 or date as mentioned in Letter of Intent (LOI), whichever is later with escalation of 4% at the start of 4 <sup>th</sup> year and 4% at the start of 5 <sup>th</sup> year on the non-fuel component (excluding Mathadi Loading/unloading Charges) of the rates.

NOTE –

1. Bids must be submitted online at <https://bpcl.eproc.in> website only.
2. All bidders must have Digital Signature Certificate and have to register themselves at <https://bpcl.eproc.in> website in order to submit the bids.
3. Tender documents are available for download free of cost.
4. For further details on this tender, please visit our websites as mentioned above
5. Tender document will not be available for purchase from any of our offices
6. Credential Bid and Price Bid are to be submitted online only
7. Bidder is required to pay a Tender Fee of Rs.1180/- (Rs.1000/- plus applicable GST currently @ 18%) by way of DD in favour of **M/s. Bharat Petroleum Corporation Limited, Payable at New Delhi**. Scan copy of DD for Tender Fee is to be uploaded along with the EMD on e-portal. Tender Fee Demand Draft to be submitted with Credential Bid

Document. Credential bid without tender fee of Rs.1180/- is liable to be rejected). **In case of MSME Category, Tender Fee is not applicable**

### **General Instructions to Bidders for E-Tendering**

1. **How to submit online Bid / Offers against E-Tendering :** Bidders are advised to download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpclproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpclproc.in>
2. **Registration of Bidders:** For registration on the e-tender site <https://bpclproc.in>, you can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator [vendoradmin@bpclproc.in](mailto:vendoradmin@bpclproc.in) with a copy to [tosupport@bpclproc.in](mailto:tosupport@bpclproc.in) for approval. Once approved, bidders can login in to the system as and when required.
3. **Digital Signature :** As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) 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 vendor.**
4. **Corrigendum / Amendment** (if any) shall be notified on the site <https://bpclproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors, who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.

5. **Price bid** of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet. Vendors are advised to log on to the website (<https://bpcleproc.in>) and arrange to register themselves at the earliest, if not done earlier. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
6. **Submission of Documents:** The Unpriced Credential Bid (documents as prescribed in **Annexure – A** of general terms and conditions of tender document) and Price Bid have to be submitted online only. However, documents which necessarily have to be submitted in like DD/Pay order as EMD in original, Tender Fee, Self attested photocopies of documents mentioned in the general terms and conditions of the tender to be submitted in the tender box. Corporations shall not be responsible in any way for failure on the part of the bidder to follow the instructions.
7. It is advised that the bidder uploads small sized documents (preferably maximum up to 5 MB) at a time to facilitate in easy uploading into e-tendering site. Corporation does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission. Hence it is advisable to upload all the requisite documents well in advance to avoid the last minute rush.
8. **Submission of Bids:** Bid along with all the requisite copies of documents as mentioned in **Annexure-A** should be uploaded in the e-tendering platform. Balance documents as mentioned in check list (**Proforma II**) to be submitted in hard copies along with EMD (DD / Pay Order) at the office as per the addresses mentioned in **Clause No. 9 of General Terms and Condition of Tender**.
9. Vendors 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 submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. **In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention.** The process of change / revise 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.

10. Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
11. 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 and time of submission has elapsed as per our e-procurement system.
12. No manual bids/offers along with electronic bids/offers shall be permitted.
13. 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 vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors 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.
14. 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
15. In case of any clarification pertaining to for obtaining the digital signature certificate, e-procurement process & system related issues, Bidders may contact our e-procurement service provider **M/s. E-Procurement Technologies Ltd., Mumbai** Mumbai (Mr. Harshal Sapkale, Contact no. 022-24176419, M. 06351896636 or Mr. Aditya Dabhe Contact no. 06351896637) (Help Desk is available between 10.00 to 19.30 Hrs; Monday to Friday) followed with an e-mail to [Mumbai.support@eptl.in](mailto:Mumbai.support@eptl.in) & [aditya@eptl.in](mailto:aditya@eptl.in) .

## **ANNEXURE-A**

### **DOCUMENTS TO BE UPLOADED IN THE E-TENDER PLATFORM**

1. Self attested copy of SC/ST certificate duly issued by competent authority as per format given in the general terms and conditions. General category shall submit “not applicable” declaration by crossing the attached SC/ST certificate: **Annexure-XIII**.
2. Scanned copy of Demand Draft towards EMD should be uploaded as a proof of payment of EMD
3. Scanned Copy of Demand Draft towards Tender Fee to be uploaded as a proof of payment of Tender Fee.
4. Scanned Copy of MSME Registration Certificate (Udyog Aadhar Memorandum) if applicable
5. Integrity Pact duly signed.

**GENERAL TERMS AND CONDITIONS OF TENDER**  
**TENDER NO. BPCL/LPG/PKD/NR/2019/ ALLAHABAD AND BABATPUR (IOC**  
**HOSPITALITY)**

**TENDER FOR TRANSPORTATION OF BPCL PACKED LPG CYLINDERS**  
**EX / TO BPCL LPG FILLING PLANT, ALLAHABAD AND BABATPUR (IOC**  
**HOSPITALITY)**

Offers are invited from persons in their own names, who are willing to transport BPCL's filled and empty LPG cylinders in trucks, owned or hired by the tenderers particulars whereof are to be given in the prescribed format at the time of submission of the tender, to and from **BPCL LPG FILLING PLANT, ALLAHABAD AND BABATPUR (IOC HOSPITALITY)** to the destination as may be directed by BPCL from time to time for a period of 5 years commencing from 01/07/2019 or date as mentioned in Letter of Intent (LOI), whichever is later.

1. The Tender document set has been split into two parts – “CREDENTIAL BID” and “PRICE BID” which are to be submitted on e-tender platform only. Documents such as EMD instrument, Tender Fee DD, vehicle documents etc. shall be submitted in the office as per clause No. 9 mentioned herein under and **PROFORMA-II**

Tender documents can be downloaded form the following websites -

<https://bpcleproc.in> / [www.bharatpetroleum.in](http://www.bharatpetroleum.in) / <http://eprocure.gov.in/cpp>

**From 25/04/2019 10:00 Hours up to 10:00 Hours on 15/05/2019**

2. Bidder is required to pay a Tender Fee of Rs.1180/- (Rs.1000/- plus applicable GST currently @ 18%) by way of DD in favour of **M/s. Bharat Petroleum Corporation Limited, Payable at New Delhi**. Scan copy of DD for Tender Fee is to be uploaded along with the EMD on e-portal. Tender Fee Demand Draft to be submitted with Credential Bid Document. Credential bid without tender fee of Rs.1180/- is liable to be rejected)
3. The tender should be strictly in line with our terms and conditions. Any tender not conforming to the terms & conditions prescribed in the tender document shall be summarily rejected.
  - (a) Counter Terms & Conditions will not be accepted.
  - (b) Overwriting should be avoided, Corrections, if any, should be signed by the tenderer.



- (c) All details and enclosures asked for should be submitted duly signed & stamped by proprietor/ partner. If any information is not applicable to tenderer, "Not applicable" may be written against the same, and
- (d) Multiple Bid applications having same PAN numbers would be summarily rejected.
4. All tenderers will have to submit interest free Earnest Money Deposit (EMD) as under
- a) General Category - @ Rs.25000/- per Truck subject to maximum of Rs 300000/- per Bid.
  - b) SC/ST Category - @ Rs.15000/- per Truck subject to maximum of Rs.100000/- per Bid.
  - c) Proposed category- @ Rs.200000/- for General Category & Rs.50,000/- for SC/ST Category.
  - d) MSME are exempted from payment of EMD provided MSME registration certificate as per the tender terms and conditions is submitted.
5. Deposit payments to be made as mentioned in paragraphs 2 above will have to be by crossed Demand Draft/Pay Order drawn on any Nationalized / Scheduled Bank, in favour of **"Bharat Petroleum Corporation Limited."** payable at New Delhi.
6. Under no circumstances any tender document will be accepted, if received after the closing due date and time.
7. For detailed Terms & Conditions and the guidelines for filling up/submission of the tender, please refer the tender documents.
8. Detailed terms of notice, terms of tender and other particulars of the tender can be downloaded the from our web site <https://bpcleproc.in> ; [www.bharatpetroleum.in](http://www.bharatpetroleum.in) and <http://eprocure.gov.in/cpp>
9. The original instrument of EMD & Tender Fee along with the copies of documents as mentioned in the General terms and conditions of tender have to be submitted only in sealed envelope with the tender no. clearly mentioned on in it in the tender box kept at the following address on or before **15/05/2019 10:00 hours**. Tenderers shall submit two separate envelopes, one containing EMD, Tender Fee and other containing the relevant documents as per **PROFORMA-II** superscribed with the Tender No. and EMD/Tender Fee or Credential Bid as per the content of the envelope and sealed. Both these envelopes to be put in a main envelope, sealed and to be submitted with superscribing the Tender No. and closing date.

TERRITORY MANAGER (LPG),  
BHARAT PETROLEUM CORPORATION LTD.,  
ALLAHABAD LPG BOTTLING PLANT  
C- 45 TO C-47, UPSIDC INDUSTRIAL AREA,  
NAINI (UP) 211 010

10. **E-Credential Bids and Credential Bid envelopes will be opened on 15/05/2019 @ 10:30 hours at the above address.**

11. **Pre-Bid meeting:** Bidders are invited to attend a Pre-Bid meeting scheduled at the above address given below on 29/04/2019 at 15:30 hours where salient feature of the tender will be explained and necessary clarification will be provided.

OFFICE OF REGIONAL LPG MANAGER,  
BPCL NORTHERN REGION OFFICE,  
PLOT No. A, 5&6, SECTOR 1,  
NOIDA-201301, UTTAR PRADESH

12. Conditional and/or incomplete tenders and/or tenders without firm offers and/ or tenders without EMD & Tender Fee are liable to be rejected.

13. After scrutiny of the Credential Bids, the eligible tenderers will be notified regarding date, time and venue for opening of the Price Bids.

14. Although the total number of trucks which will be required for transportation of cylinders under this tender cannot be predicted accurately, according to the present assessment, the requirement of trucks is as under –

Trucks Capacity in No. of 14.2 kg Cylinders	No. of Trucks Required
342 Cylinders Capacity (Range of loading from 306 to 360 nos.of 14.2 kg.cyls.)	52
524 Cylinders Capacity(Range of loading from 450 to 560 nos.of 14.2 kg.cyls.)	45

However, if during the period of the contract, according to BPCL's assessment, the requirement of trucks is more than as mentioned above, BPCL reserves its right to hire any truck, over and above the trucks accepted pursuant to this tender at any

point of time and in such circumstances, BPCL will be free to hire trucks for such purpose as may be required by BPCL at a rate not exceeding the highest rate payable under this tender.

15. Those tenderers, who have offered trucks with capacity for transportation of 342 Nos. of 14.2 Kg cylinders can, if they so desire, replace the same with trucks with capacity for transportation of 524 Nos. of 14.2 Kg cylinders, proportionately with prior approval of BPCL and in such cases, the rate applicable for 524 cylinders capacity trucks shall be payable.
16. BPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
17. Please affix your rubber stamp and sign on each page of documents submitted manually with all its enclosures.
18. **Rates to be offered:** Tenderers should offer their most competitive rates based on the prevailing PSU Oil Company Diesel rate at the location of the Plant on **16/09/2018**.
19. In case if it is required, BPCL at their sole discretion may conduct negotiation / reverse auction with the participation of the qualifying tenderers to arrive at a rate acceptable to BPCL. In case of reverse auction system, the reverse auction would be conducted on line and for this purpose; BPCL would arrange necessary training for the Tenderers through its own sources or through its authorized agency/service provider. The procedure that would be followed during the above event would be advised to the Tenderers well before the event. These terms and conditions also would form part of the Tender/Contract.
20. **Integrity Pact** -
  - (a) Proforma of Integrity Pact shall be returned by bidder/s along with the bid documents (Credential 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 from Bidder, Price reduction amount by forfeiting the EMD/Performance Guarantee (SD) 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 Price reduction amount by forfeiting the Performance Guarantee (SD) amount as per provisions of the Integrity Pact.

(d) Bidders may raise disputes / complaints, if any, with the nominated Independent External Monitor.

(e) The name, address and contact numbers of the nominated Independent External Monitor (IEM) is as follows:

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

IEM should be contacted on their mobile /email, only if there are any complaints related to the tender. For seeking clarifications /details related to tender, the concerned BPCL official whose name and contact number is given in the NIT should be contacted.

**PROFORMA – I**

**TENDER NO. : BPCL/LPG/PKD/NR/2019/ ALLAHABAD AND BABATPUR (IOC HOSPITALITY)**  
**SCHEDULES OF FOR TRANSPORTATION OF 5 Kg /14.2 Kg/ 19 Kg/ 35 Kg / 47.5 KG LPG CYLINDERS EX. BPCL LPG FILLING PLANT AT ALLAHABAD AND BABATPUR (IOC HOSPITALITY)**

**MARKET**

Distributor Name	Market	RTKM EX BABATPUR	RTKM EX ALLAHABAD	ANNUAL DEMAND (CYLS)
CHANDRASARITA BHARATGAS G V	ALLAHABAD	8	172	12129
PRAYAG BHARATGAS AGENCY	ALLAHABAD	18	172	12129
COD GAS AGENCY	ALLAHABAD	22	116	8184
PRAKHAR BHARATGAS GRAMIN VITRAK	ALLAHABAD	22	921	64829
AIR FORCE MANAURI GAS SERVICE	ALLAHABAD	50	180	12669
AWWA GAS AGENCY	ALLAHABAD	50	111	7804
SUSHIL BHARATGAS GRAMIN VITRAK	ALLAHABAD	56	172	12129
RACHIT BHARATGAS	ALLAHABAD	60	331	23311
SIDDH BHARATGAS GRAMIN VITRAK	ALLAHABAD	60	350	24653
JAI HANUMAN BHARATGAS	ALLAHABAD	60	854	60138
JAI MAA SHARDA BHARATGAS	ALLAHABAD	60	282	19891
AMAR BHARATGAS GRAMIN VITRAK	ALLAHABAD	84	172	12129
SRI RADHE	ALLAHABAD	84	753	53003
JAI JAGDISH BHARATGAS GRAMIN VITRAK	ALLAHABAD	86	556	39149
JAI SHARDA BHARATGAS GRAMIN VITRAK	ALLAHABAD	88	172	12129
AMBIKA BHARATGAS GRAMIN VITRAK	ALLAHABAD	108	406	28574
AASTHA BHARATGAS GRAMIN VITRAK	ALLAHABAD	114	172	12129
PRANPATI BHARATGAS	ALLAHABAD	123	351	24739
ASHA BHARATGAS GRAMIN VITRAK	ALLAHABAD	124	250	17594
SWAMI BHARATGAS GRAMIN VITRAK	ALLAHABAD	124	132	9273
PRIYANSHU BHARATGAS GRAMIN VITRAK	PHOOLPUR	126	172	12129
SHRI RAMLAL BHARATGAS GRAMIN VITRAK	ALLAHABAD	128	172	12129
KHAN BHARATGAS GRAMIN VITRAK	SANT RAVIDAS NAGAR	140	473	33342
UTKARSH BHARATGAS GRAMIN VITRAK	JAUNPUR	146	172	12129
JANKI BHARATGAS GRAMIN VITRAK	ALLAHABAD	152	172	12129
RAJRANI BHARAT GAS	MAU	164	800	56310
SHREELAKHAN BHARATGAS GRAMIN VITRAK	SANT RAVIDAS NAGAR	170	302	21240
PURNIMA BHARATGAS GRAMIN VITRAK	HINOUTA	174	172	12129

INDIRA BHARATGAS GRAMIN VITRAK	KAUSHAMBI	176	172	12129
GAURAV BHARATGAS GRAMIN VITRAK	SANT RAVIDAS NAGAR	180	268	18852
RAMA BHARATGAS GRAMIN VITRAK	JAUNPUR	186	172	12129
SHAHEED DEEPAK BG GRAMIN VITRAK	JAUNPUR	186	172	12129
SHAHID BHARATGAS	MIRZAPUR	188	950	66893
DURGVANSHI BHARATGAS GRAMIN VITRAK	JAUNPUR	188	172	12129
SHANKAR SAI BHARATGAS	PRATAPGARH	188	21	1504
NARAYAN BHARATGAS GRAMIN VITRAK	BHARPURA	198	172	12129
BABA VAIDYANATH BHARATGAS GV	DEVGARH KAMASIN	203	483	34002
MAA VAISHNO BHARATGAS SERVICE	PRATAPGARH	206	166	11674
NARESH BHARATGAS	ALLAHABAD	234	1758	123783
SADHANA BHARATGAS GRAMIN VITRAK	ALLAHABAD	234	172	12129
RAMESHWAR BHARAT GAS	MAU	236	761	53565
MAA SAVITRI BHARATGAS GRAMIN VITRAK	JAUNPUR	238	367	25873
KANHA SHYAM BHARATGAS	PRATAPGARH	238	1062	74819
ARYAN BHARATGAS GRAMIN VITRAK	VARANASI	246	580	40833
KASHI BHARATGAS	VARANASI	250	923	64995
RUBI BHARATGAS GRAMIN VITRAK	MIRZAPUR	252	172	12129
SONKAR BHARAT GAS	JAUNPUR	260	136	9573
SHIV HARI BHARAT GAS	JAUNPUR	264	815	57373
LAXMI GAS SERVICE	VARANASI	276	1123	79108
SHAMBHAVI BHARAT GAS	SONEBHADRA	282	642	45199
BARHUA BHARAT GAS GRAMIN VITRAK	CHANDAULI	294	172	12129
SUMAN BHARATGAS	CHIRAIGAON	296	1879	132343
RAJAN BHARATGAS GRAMIN VITRAK	CHUNAR	308	172	12129
CHATURVEDI BHARATGAS GRAMIN VITRAK	TEHSIL MANIKPUR	310	111	7783
BRIJRAJI BHARATGAS GRAMIN VITRAK	CHANDAULI	310	335	23596
SARITA BHARATGAS GRAMIN VITRAK	FATEHPUR	310	172	12129
SAHAKARI BHARATGAS	JAUNPUR	314	1797	126530
GRACY BHARATGAS	GAURABADSHAPUR	317	1578	111114
SHREE DIWAKAR BHARATGAS AGENCY	MUGHALSARAI	318	2750	193673
RANA BHARATGAS GRAMIN VITRAK	AKBARPUR	344	130	9152
RAJ BHARATGAS	SAKALDIHA	348	1971	138814
SRI RAMCHANDRA BHARATGAS	SAIDPUR	348	761	53577
LUCKY BHARAT GAS GRAMIN VITRAK	CHANDAULI	348	172	12129
CHOPAN RUNNING ROOM GAS AGENCY	CHOPAN	350	154	10831
SHAHGANJ GAS SERVICE	SHAHGANJ	354	1935	136292
PAHARPUR BHARAT GAS GRAMIN VITRAK	PAHARPUR	356	319	22496
UDAY BHARATGAS GRAMIN VITRAK	AZAMGARH	372	1078	75942
NISHA BHARATGAS GRAMIN VITRAK	FATEHPUR	376	172	12129
KEVAL BHARATGAS GRAMIN VITRAK	NARAULI	376	172	12129

HARIHAR BHARATGAS	DHANAPUR	380	2409	169631
LAXMI BHARATGAS SERVICE	DEVMAI BLOCK	380	1095	77104
ATARVASI BHARATGAS GRAMIN VITRAK	CHANDAULI	380	653	46011
RAJ NANDINI BHARAT GAS	ZAMANIA	392	490	34542
SHIV SHAKTI BHARATGAS GRAMIN VITRAK	SONEBHADRA	412	280	19743
ANKITA BHARATGAS GRAMIN VITRAK	AZAMGARH	412	172	12129
POLICE GAS AGENCY	GHAZIPUR	416	460	32405
ATRAULIA MAHILA SAHKARI	AZAMGARH	428	713	50196
SHRI SHYAMDEV BG GRAMIN VITRAK	AZAMGARH	430	172	12129
ANUPAM BHARATGAS	BHAWARKOL	440	719	50644
PRASHANTSEN BHARATGAS GRAMIN VITRAK	AZAMGARH	448	172	12129
MAA PRATAPI BHARATGAS GRAMIN VITRAK	AZAMGARH	448	172	12129
KARTIKEY BHARATGAS	GHAZIPUR	452	1163	81919
VIJAY BHARATGAS	GHAZIPUR	470	585	41168
HARI SEWA BHARAT GAS AGENCY	ROBERTSGANJ	472	172	12129
SAI BHARATGAS	AZAMGARH	496	523	36854
ANURAG BHARATGAS	AZAMGARH	498	770	54194
REKHA BHARATGAS GRAMIN VITRAK	MAU	522	172	12129
DIVYA BHARATGAS	SONBHADRA	550	352	24768
AJIRESHWAR BHARAT GAS GRAMIN VITRAK	SONBHADRA	586	172	12129
URVASHI GAS AGENCY	VARANASI	46		151537
YASHODA BHARAT GAS GRAMIN VITRAK	VARANASI	56		12129
SHREE SATGURU BHARAT GAS	VARANASI	56		12129
ABHIDEV BHARAT GAS GRAMIN VITRAK	VARANASI	66		12129
KUBER BHARATGAS GRAMIN VITRAK	JAUNPUR	70		58436
VIKAS BHARAT GAS GRAMIN VITRAK	VARANASI	70		12129
PRATAP BHARAT GAS	VARANASI	80		3903
JAISHREE KRISHNA BG GRAMINVITRAK	JAUNPUR	98		12129
POLICE GAS SERVICE	AZAMGARH	174		10591

1. RTKMs above are provisional and subject to change after due verification.

Transporter has to inform Plant in case of RTKM mentioned for a particular destination is less than actual RTKM, and same will be implemented from the date of Updation by LPG Plant / Regional Office after RTKM verification. No back dated arrears will be given.

It is the responsibility of Transporter to inform BPCL in case there is any reduction to particular destination due to change in route or new route commissioning. If the same is found out later by BPCL deduction will be made from the date of notification by respective department of State / Central Government.

If the variation of RTKM is within +/- 10 RTKM then no recovery shall be made.

2. Demand and distances are indicative only and markets can be attached or detached by the Company based on the market conditions.
3. Names of Markets listed above can be changed without any prior notice by the Corporation at its sole discretion.
4. In case of future tie up with any Private bottler / OMC Hospitality Plants for ALLAHABAD LPG Filling Plant AND BABATPUR (IOC HOSPITALITY) Markets, the rate applicable for BPCL LPG Filling Plant at ALLAHABAD AND BABATPUR (IOC HOSPITALITY) may be extended for all such packed movements during the tender period.



## **PROFORMA-II**

(BIDDERS NEED TO GIVE THEIR RESPONSE / CONFIRMATION AGAINST THE  
FOLLOWING CHEKLIST ON THE E-TENDER PORTAL)

Write Y- For Document enclosed.

Write N - For Document not enclosed.

### **CHECK LIST FOR SUBMISSION OF DOCUMENTS MANUALLY ALONG WITH EMD / TENDER FEE**

1	DD/PO No._____ dated_____ drawn on_____ bank payable in favour of Bharat Petroleum Corporation Limited at New Delhi is enclosed as Earnest Money Deposit (EMD) or <b>self attested document from competent authority as a proof of exemption in case bidders are registered under MSME (Udyog Aadhar Memorandum in case of MSME registered parties).</b> DD/PO No._____ dated_____ drawn on_____ bank payable in favour of Bharat Petroleum Corporation Limited at New Delhi is enclosed as Tender Fee	Details to be filled on line. Scan copy to be uploaded & Original DD to be submitted along with other documents.
2	Proof of financial Standing, including IBA reference, if any (for new company)	Hard Copy to be submitted
3	Statement of particulars of trucks offered as per Annexure-I of Credential Bid (number of proposed trucks also to be included, if quoted) is enclosed along with self attested photocopies of documents related to each offered Truck	To be filled on Line
4	Self attested copy of Registration Certificate (RC BOOK)	Hard copy to be submitted
5	Self attested copy of Valid National Permit	Hard Copy to be submitted
6	Self attested copy of Valid State Permit	Hard copy to be submitted
7	Self attested copy of Valid Insurances (Third Party & Public liability)	Hard copy to be submitted
8	Self attested copy of Valid Fitness certificate	Hard copy to be submitted

9	Self attested Copy of PAN Card	Hard copy to be submitted
10	NOC in original issued by BPCL if any of the trucks offered are presently running at Other BPCL LPG Filling Plant	Hard copy to be submitted
11	NOC in original issued by HPC/IOC if any of the trucks offered are presently running in their Contract.	Hard copy to be submitted
12	Authenticated copies of Partnership Deed or Certificate of Incorporation ( wherever applicable)	Hard copy to be submitted
13	Tender acceptance letter as per PROFORMA-III	Hard Copy to be submitted
14	Particulars of bidder as per ANNEXURE-VIII	On Line
15	Legal status and other particulars of bidder as per ANNEXURE-VII	On Line
16	Declaration of bidder ANNEXURE-X	On Line
17	Letter of undertaking for deduction of TDS as per ANNEXURE-XI	On Line
18	Original Affidavit as per format for attached trucks from owner/ member of Co-operatives Society as per ANNEXURE-XII	Hard Copy to be submitted
19	SC/ST certificate for Proprietor/All Partners/Directors or Bidder as well as Truck owner in the prescribed pro-forma enclosed as attachment as ANNEXURE-XIII.	If applicable Upload Scan Copy on line & Submit Hard Copy
20	Undertaking as per ANNEXURE-XV	On Line
21	Organizational Details as per the ANNEXURE-XVI	Hard Copy to be submitted
22	Income Tax Returns of last two financial years.	Hard Copy to be submitted
23	Power of Attorney meeting the law of the Land, if applicable	Hard Copy to be submitted

**TENDER ACCEPTANCE LETTER**  
**(To be given by bidder on Letter Head)**

**Date:**

**To,**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Acceptance of Terms & Conditions of Tender.**

**Tender Reference No: BPCL/LPG/PKD/NR/2019/ ALLAHABAD AND BABATPUR (IOC HOSPITALITY)**

**Name of Tender -Tender for transportation of Packed LPG Cylinders ex / to BPCL LPG Filling Plant at ALLAHABAD AND BABATPUR (IOC HOSPITALITY)**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_  
\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public Slab undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(SIGNATURE OF THE BIDDER & RUBBER STAMP)

Full Name : \_\_\_\_\_

Address : \_\_\_\_\_

Tel. No. : \_\_\_\_\_

**STANDARD TERMS AND CONDITIONS OF  
TENDER FOR TRANSPORTATION OF  
FILLED AND EMPTY LPG CYLINDERS**

**Invitation of Tender :**

1. Offers are invited from persons in their own names, who are willing to transport BPCL's filled and empty LPG cylinders in trucks, owned or hired by the tenderers, particulars whereof are to be given in the prescribed format at the time of submission of the tender, to and from LPG Filling Plant as mentioned in General Information of tender, to the destination as may be directed by BPCL from time to time for a **period of 5 (FIVE) years** as mentioned in General Terms and Conditions of Tender.
  - a) Near Relatives of an Officer responsible for award and execution of this contract in the Corporation are NOT PERMITTED to quote. (The near relatives are specified in **ANNEXURE - VI**. Tenderers shall be obliged to intimate this Corporation the names of persons who are near relatives of any Officer of this Corporation who are working with the Tenderers in their employment or are subsequently employed by them.
  - b) A Retired Employee of the Corporation cannot bid within 2 years (Two years) of his retirement without obtaining written permission from the Corporations Head Office. A copy of such permission should be attached with the tender. Any violation of this condition even if detected subsequent to the award of contract, would amount to breach of contract on Tenderers part entitling the Corporation to all rights and remedies available thereof including termination of the Agreement.
2. **Submission of Offers :**

Offers may be submitted by :

- a) Proprietorship firms/ Individuals who are Indian citizens, who have attained the age of major; or
- b) Partnership firm consisting of Indian citizens or
- c) Co-operative society of which all the members are Indian citizens,
- d) Limited company duly registered under the Companies Act, 1956 either in individual name or in the name of the partnership or in the name of the

cooperative society or Limited company, as the case may be, provided they comply with the conditions contained hereinafter.

Firms having Partners /Directors / Proprietor who has been convicted in criminal cases or blacklisted or action for termination of contract / withdrawal of LOI / Work Order have been taken for malpractices while undertaking transportation job, by any of the PSU Oil Companies are not eligible to submit their offers.

3. **Ownership of Truck offered by Tenderers :**

- a) **The tenderers should own at least One no. readily available truck** and all trucks should have capacity of carrying 306 to 360 nos. / 450 to 560 nos “14.2 kg” LPG Cylinders for qualifying in the tender.
- b) If the tenderers do not have minimum **required truck (01 no. truck) as stated above in the owned category** then the tender of such tenderers will not be considered.
- c) The age of truck should not exceed **14 years** as on the effective date of this tender from the Original Date of Registration as per RC Book.
- d) The trucks should also comply with prevailing statutory requirements as notified by Central / State Government Authorities.
- e) **The tenderers also should own a minimum of 50% of the total trucks (owned/attached) offered.**
- f) Proposed Category - Prospective transporters who wish to enter into transportation job of LPG cylinders and **presently do not own any truck at the time of floating of the tender**, can participate in the tender under 'Proposed Category' with the following conditions
  - Their offer will be limited to maximum of **one proposed Owned truck**.
  - The EMD for the proposed category would be Rs. 2, 00,000/- (Rupees two Lakhs only) for General Category and Rs.50,000/- (Rupees fifty thousands) for SC / ST Category.
  - The truck shall conform to all statutory requirements & BPCL safety norms.
  - The truck should bear the registration in the name of the tenderers or prospective transporters.

- Within 45 days of issuance of LOI, they will own a truck and produce the same for Physical verification.
- Bidder cannot offer Proposed & existing truck together under this category.

**In case of non-fulfilling of above conditions, the LOI would deem to be withdrawn and EMD shall be forfeited.**

Bidders offering combination of owned ready truck/ attached trucks / proposed trucks shall fulfill the condition 3(a) as stated above.

**4. BPCL's right to send regulators & Split Loads:**

BPCL will have the right to send boxes of LPG pressure regulators, LPG Stationery etc. or any item of beyond LPG products along with the filled LPG cylinders sent from the Filling Plant. Similarly, BPCL's distributor will have the right to return regulators from the distributor's end for delivery at BPCL's Filling Plant. Remuneration for transporting the LPG regulators will have to be included in the rate quoted by the transporter and no additional amount over and above the rate to be quoted under this tender will be given to the transporter for transportation of LPG regulators to and from BPCL's Filling Plant.

“Contractors may be required to carry split loads in the same market for which no extra payment shall be made to them”.

**5. Information to be given to BPCL :-**

If any of the employees of the tenderers are the near relative of any officers of BPCL, then the tenderers will give such information to BPC at the time of submission of the tender or thereafter.

**6. Ownership of trucks: -**

The trucks owned by the tenderers and offered in response to this tender should be registered, in the case of -

- Proprietorship / Individuals** - Truck quoted in the tender shall be registered either in the name of the Proprietor / tenderers or in the name of Spouse / Parents / Son / Daughter as on closing date of tender.

- In case of Spouse, marriage certificate issued by the Registrar of Marriages to be enclosed by the tenderer
  - In case of parents, documentary proof e.g. Birth Certificate of tenderer showing the name of the parents to be enclosed by the tenderer
  - In case of Son / Daughter, documentary proof e.g. Birth Certificate of Son / Daughter indicating the name of the tenderer to be enclosed by the tenderer.
  - Ownership of the truck should be clearly indicated in Annexure I (details of offered truck)
  - In all the above cases, tenderers to submit affidavit on Rs.100/- non judicial Stamp Paper from Spouse / Parents / Son / Daughter as the case may be for usage of truck(s).
- b) **In case of Partnership Firm** - Truck quoted in the tender should be registered in the name of the Firm or any of the Partners of the Firm. In the event the truck is registered in the name of Partner, the concerned Partner should give an affidavit (**Annexure-XII**) for the use of the truck by the Firm and other Partners should give NOC for operating of truck in the name of Firm.
- c) **In case of a Company**-Truck should be registered in the name of the Company.
- d) **In case of Co-operative Society** - Truck should be registered in the name Co-operative Society or in the name of Members of Co-operative Society. In case truck is owned by the Members of Co-operative Society, such Members should submit the affidavit (**Annexure-XII**) for operating the truck in the name of Co-operative Society.
- e) **In case of attached trucks** - the tenderer should submit updated copies of the RC Books & affidavit (**Annexure-XII**) from the Owner for all the attached trucks quoted in the tender.

## 7. **Requirement of Trucks and Capacity :-**

Although the total number of trucks which will be required for transportation of cylinders under this tender cannot be predicted accurately, according to the present assessment, the requirement of trucks is as under –

Trucks Capacity in No. of 14.2 kg Cylinders	No. of Trucks Required
342 Cylinders Capacity (Range of loading from 306 to 360 nos.of 14.2 kg.cyls.)	52
524 Cylinders Capacity(Range of loading from 450 to 560 nos.of 14.2 kg.cyls.)	45



Bidders should offer trucks of above required capacity only.

However, if during the period of the contract, according to BPCL's assessment, the requirement of trucks is more than as indicated, BPCL reserves its right to hire any truck, over and above the trucks accepted pursuant to this tender at any point of time and in such circumstances, BPCL will be free to hire trucks irrespective of capacity for such purpose as may be required by BPCL at a rate not exceeding the highest rate payable under this tender.

In case BPCL requires, those tenderers, who have offered trucks with capacity for transportation of 342 Nos. of 14.2 Kg cylinders, can, if they so desire, replace the same with trucks with capacity for transportation of 524 Nos. of 14.2 Kg cylinders proportionately with prior approval of BPCL and in such cases, the rate applicable for 524 cylinders capacity trucks shall be payable.

#### **8. Specification of the Trucks:**

The trucks offered against this tender should conform to the specification mentioned in Motor Vehicles Act, as applicable from time to time and be equipped to transport LPG cylinders in the vertical position and have the following specifications:

- a) Should accommodate a minimum of 3 cylinders in the vertical position and the Length should be sufficient to take at least 18 cylinders in the truck (306 numbers 14.2 kg cylinders). The truck should be properly caged at the top.
- b) The trucks must conform to Dangerous Petroleum norms, as mentioned in **Annexure - III** hereto at all times
- c) Trucks must be covered with following statutory requirements –
  - i. **Uttar Pradesh** State registration of Truck.
  - ii. **If Truck is not registered in the state of Uttar Pradesh, necessary Permit from Local / State RTO must be obtained to run the Truck in Uttar Pradesh.**
  - iii. Certificate of fitness
  - iv. Goods Permit **for operation in Uttar Pradesh State.**
  - v. Valid road permit applicable in the state of **Uttar Pradesh.**
  - vi. Insurance

- d) Transporters based in **Uttar Pradesh State** providing Lorries for **Uttar Pradesh State** markets may provide **Uttar Pradesh State** registered vehicles with appropriate permit for entering **ALLAHABAD LPG FILLING PLANTS AND BABATPUR (IOC HOSPITALITY)** along with other statutory requirements like Insurance etc.
- e) Age of the Truck should not exceed 14 years on the effective date of this tender. from the original date of registration as per the RC book or the age as specified by the Statutory Authorities as would appear from the original RC Book. The truck should also comply with prevailing statutory requirements in the area of operation. Those applying under “Proposed Category” shall be governed by the requirement as mentioned earlier.
- f) In case, the truck offered attains the age of 15 years during the period of contract tenderer shall provide the replacement of such truck as per the tender terms and conditions. Security Deposit @ Rs.100000/- per truck shall be forfeited.
- g) No truck which has been black listed or suspended by Indian Oil Corporation Limited / Hindustan Petroleum Corporation Limited / Bharat Petroleum Corporation Limited /or any other oil company can be offered.
- h) No truck will be offered under this tender which is presently in contract with other locations of BPCL or any other PSU Oil company. In case, it is detected at any stage that these trucks are in any of the contracts, BPCL reserves its right to reject/ terminate the tender/ contract.
- i) In case any truck(s), which are currently in contract with other locations of BPCL or other PSU Oil companies are offered by the tenderers in the tender, No objection Certificate (NOC) from the concerned Region or other PSU Oil companies will be attached with the credential bid. Date of issuance of NOC should be for this particular tender, subsequent to the date of floating of the tender and before the closing date of the tender.
- j) Tenderers are strictly advised to quote only for goods trucks as would appear in original RC books on physical verification.
- k) In case trucks of specific state registration are required during the pendency of the contract, the tenderer at the advice of Contracting Corporation shall arrange to change the Registration number at their own cost as directed by Contracting Corporation within one month of such request. Failure to do so would be

treated as breach of contract and action as per the terms and conditions of the contract would be taken.

- l) Suitable “**Vehicle Tracking System (VTS)**” linked to GPS should be installed in each tank truck for monitoring its safe movement by the transporters at their own cost. Corporation will organize supply & installation of VMUs (Vehicle Mounted Unit) by VMU supplier against cost and maintenance of VTS through a service provider at the cost of Transporter and the same will be recovered through the transportation bills of the transporters.
- a. Installation of Vehicle Tracking System (VTS) on Trucks is mandatory as specified by the company from time to time.
  - b. The rate of monthly service charges (including GST as applicable) per truck /VTS device shall be recovered by BPCL from transporter’s monthly transportation payments due to them.
  - c. The VTS device to be installed on truck 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 crew, the cost of VTS device shall be recovered from the transporter as per the contract terms with the VTS Service Provider.
  - f. In the event, if BPCL terminates services of VTS service provider or tank lorry is blacklisted/terminated and not operated by BPCL -
    - 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 truck with VTS device available to the VTS service provider for de-installation of the VTS device.
    - In case VTS device is not returned by the transporter to the VTS service provider, the termination fee as per the contract shall be recovered from transporters.

- 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.

**m) Anti Lock Braking System (ABS)-** All trucks provided by the Contractor should be compulsorily fitted with ABS conforming to IS-11852:2003 (Part-9) irrespective year of Manufacturers. Contractors have to ensure that the trucks are fitted with ABS at the time of induction of trucks. Contractor shall submit the certificate of having fitted with ABS in trucks issued by either from the truck manufacturers (in case of new trucks) or from the vendors of retrofitted ABS.

## 9. **Rates:-**

- a) For transportation of filled cylinders to the destinations, 65% (sixty five percent) of the above rate will be paid and for transportation of empty cylinders, from the destinations to LPG Plants (BPC/OMC/PMC) 35% (thirty five percent) of the above rate will be paid.

Rates should be quoted after considering all expenses, including the cost of loading / unloading, stacking / destacking of cylinders, both at BPCL's Plant and Distributor's end.

- b) For one way loads either from BPCL's Plant / Depot to Distributors end or from Distributors end to BPCL's Plant, 65% of the RTKM rates shall be payable.
- c) In case of movement of empty cylinders between Plants and to pressure testing agencies and vice versa on TWO Way basis, 50% of the quoted rates will be paid for each side movement
- d) The rate payable for 5 kg, 19 kg, 35 kg and 47.5 kg cylinders and mixed loads of 14.2 kg and 19 kg cylinders would be based on truck load rates of 14.2 kg cylinders and therefore no separate quotations is required for 5 kg, 19 kg, 35 kg and 47.5 kg cylinder loads / mixed loads.

The rate to be quoted for various Slabs in the Price Bid are as applicable for transportation of 342 / 524 nos. of 14.2 Kg capacity LPG cylinders. In case if transportation of 5 Kg, 19.0 Kg, 35.0 Kg or 47.5Kg capacity cylinders are required to be transported, then the rate applicable shall be 0.46 / 1.50 / 3.60 / 3.60 times the rate quoted for 14.2 Kg cylinders respectively and the number of cylinders will be restricted to the carrying capacity of the vehicle.

- e) In case of Tenderer offering rates for both 342 cyl/524 cyl capacity trucks, then he should have minimum one owned truck in each category.
- f) If the supply point/ transport planning point is shifted due to exigencies or realignment of markets or re-organization of markets or new Plant location or hospitality location of other oil companies or parallel marketing companies where BPCL has made arrangement for cylinder filling or as required by BPCL trucks accepted in this tender may be shifted to new location at the sole discretion of BPCL and rate prevailing if any at that location shall be payable.

Transporters will unload only at the Go-down of the distributorships and will not resort to loading / unloading on to smaller vehicles anywhere outside the Go-down premises.

Transporters will have to follow all safety norms while unloading / loading, stacking / de-stacking at distributors end. Dropping of cylinders from the lorry while unloading is highly unsafe and will damage the cylinders. If the cylinders get dented / stay plate or foot ring gets broken while unloading the cylinders, the cost of the cylinder will be appropriately debited to the transporter

- g) "The successful tenderer would be required to purchase fuel/lubricants for the Trucks 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, a minimum of 40% of the billing amount from the carrier's monthly transportation bill shall be deducted & same shall be credited to billing amount to be deducted for crediting it to Carriers CMS account."
- h) Transport Rates finalized vide this tender are applicable for vehicles having Capacity of minimum 306 & 450 Cylinders of 14.2 Kg. Vehicles having capacity less than 306 cylinders, if required to be inducted, will be at the sole discretion of BPCL. However rates for these vehicles having capacity less than 306 cylinders will be same as applicable for 306 cylinder capacity Trucks.
- i) New tender rates will be applicable w. e. f. the effective date of the tender or date as mentioned in Letter of Intent (LOI) whichever is later.
- j) There will be an escalation of 4% in Rates on beginning of 4<sup>th</sup> year as well as 5<sup>th</sup> year on the Non Fuel components {excluding Mathadi Loading / Unloading charges} of the rates prevailing at the beginning of 4<sup>th</sup> year and 5<sup>th</sup> year.

#### 10. Earnest Money Deposit :

All tenderers will have to submit interest free Earnest Money Deposit (EMD) as given below:

- a) General Category - @ Rs.25000/- (Rs. Twenty Five thousand only) per Truck subject to maximum of Rs 300000/- per Bid.
- b) SC/ST Category - @ Rs.15000/- (Rs. Fifteen thousand only) per Truck subject to maximum of Rs.100000/- per Bid.
- c) Proposed category- @ Rs.200000/- (Rs. Two Lacs only) for General Category & Rs.50,000/- (Rs. Fifty thousand only) for SC/ST Category
- d) MSE are exempted from payment of EMD provided MSE registration certificate as per the tender terms and conditions is submitted.

EMD should be submitted by way of crossed demand draft/pay order drawn on any Nationalized /Scheduled Bank in favour of **Bharat Petroleum Corporation Limited payable at New Delhi** and by no other mode, i.e. by cheque or Otherwise

10. Forfeiture of EMD : Interest free EMD of Rs.25000/- per truck will be forfeited at the sole discretion of the corporation if the tenderers:

- a) Modifies/withdraws the offer during the validity period of 180 days from the due date of tender.
- b) Unable to produce the truck/s on verification.
- c) Refuses to sign the formal contract after acceptance of the tenderers offer
- d) Does not furnish the requisite Security Deposit, as mentioned in Clause 13 hereinafter.
- e) Is unable to position the truck within the stipulated time after issuance of letter of intent regarding award of contract.
- i. Full Non Placement of Trucks

Forfeiture of EMD including putting on holiday for 2 years (Transporter & their trucks) & Withdrawal of LOI and cancellation of contract.

ii. Partial Non Placement of Trucks

Forfeiture of 1 Lakhs per Truck maximum Up to amount of EMD Submitted.

- f) Is unable to position the truck (offered under “Proposed Category”) within the stipulated time after issuance of letter of intent regarding award of contract. EMD of Rs.200000/- (Rs. Two Lacs only) for General Category and Rs.50000/- (Rs. Fifty thousand only) for SC/ST Category will be forfeited.

**12. Refund of EMD**

Interest free EMD would be refunded:

- a) To the unsuccessful tenderer(s) within 30 days from the date of finalization of tender.
- b) To the successful tenderer(s), only after placement of trucks as per LOI, signing of formal contract & submission of requisite Security Deposit

**13. Security Deposit:-**

- a) Successful tenderers will be required to furnish Security Deposit within 15 days from the date of LOI at the rate of Rs. 6,00,000/- (Rs. Six Lacs only) per contract.
- b) Security Deposit to be deposited with BPCL in the form of an irrevocable Bank Guarantee issued by the Nationalized / Schedule Bank valid for 6 months beyond the contract period of 5 years.
- c) The aforesaid security deposit will be adjusted against any claim of BPCL under this contract or otherwise against the tenderers without any further reference to the tenderers.
- d) In case, Truck/s offered by the tenderers during the pendency of the contract are withdrawn and relief trucks are not provided within 15 days of withdrawal, Security deposit @ Rs. 1,00,000/- (Rs. One lac only) per each Truck withdrawn will be liable to be forfeited.

#### **14. Verification of Documents :-**

If BPCL requires the Tenderers to visit Regional office or any other place for discussions/ verification of documents, all costs incurred by the tenderers in connection therewith will be borne by the tenderers.

#### **15. Discussion with Tenderers :-**

- a) BPCL reserves the right to discuss with any or all Tenderers.
- b) Only the proprietors or partners of the firm or directors of the company or members of the managing committee of the society or the representative of the firm, company or society duly authorized in writing, (in the manner as may be suggested by BPCL), by the proprietor or partners or directors or secretary of the co-operative society, as the case may be with full authority to discuss and to make commitment on behalf of the proprietor or firm or company or society should attend such discussions
- c) The proprietor or partners or directors or secretary of the society or the authorized representative as the case may be should carry printed letterheads of the firm while attending such discussions so that the terms agreed can be recorded by them in writing for submission to BPCL.

#### **16. Documents to be submitted by the Tenderers :-**

Tenderers are to submit the following information and Self-attested Xerox copies of the following documents along with EMD and will produce the original of those documents (if any certified copy has been submitted at the time of submission of the tender) at the time of physical verification or at such other time as may be required by BPCL from time to time.

1	DD/PO No._____ dated_____ drawn on_____ bank payable in favour of Bharat Petroleum Corporation Limited at New Delhi is enclosed as Earnest Money Deposit (EMD) or <b>self attested document from competent authority as a proof of exemption in case bidders are registered under MSME (Udyog Aadhar Memorandum in case of MSME registered parties)</b> DD/PO No._____ dated_____ drawn on_____ bank payable in favour of Bharat Petroleum Corporation Limited at New Delhi is enclosed as Tender Fee	Details to be filled on line. Scan copy to be uploaded & Original DD to be submitted along with other documents.
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2	Proof of financial Standing, including IBA reference, if any (for new company)	Hard Copy to be submitted
3	Statement of particulars of trucks offered as per Annexure-I of Credential Bid (number of proposed trucks also to be included, if quoted) is enclosed along with self attested photocopies of documents related to each offered Truck	To be filled on Line
4	Self attested copy of Registration Certificate (RC BOOK)	Hard copy to be submitted
5	Self attested copy of Valid National Permit	Hard Copy to be submitted
6	Self attested copy of Valid State Permit	Hard copy to be submitted
7	Self attested copy of Valid Insurances (Third Party & Public liability)	Hard copy to be submitted
8	Self attested copy of Valid Fitness certificate	Hard copy to be submitted
9	Self attested Copy of PAN Card	Hard copy to be submitted
10	NOC in original issued by BPCL if any of the trucks offered are presently running at Other BPCL LPG Filling Plant	Hard copy to be submitted
11	NOC in original issued by HPC/IOC if any of the trucks offered are presently running in their Contract.	Hard copy to be submitted
12	Authenticated copies of Partnership Deed or Certificate of Incorporation ( wherever applicable)	Hard copy to be submitted
13	Tender acceptance letter as per PROFORMA-III	Hard Copy to be submitted
14	Particulars of bidder as per ANNEXURE-VIII	On Line
15	Legal status and other particulars of bidder as per ANNEXURE-VII	On Line
16	Declaration of bidder ANNEXURE-X	On Line
17	Letter of undertaking for deduction of TDS as per ANNEXURE-XI	On Line
18	Original Affidavit as per format for attached trucks from owner/ member of Co-operatives Society as per ANNEXURE-XII	Hard Copy to be submitted
19	SC/ST certificate for Proprietor/All Partners/Directors or Bidder as well as Truck owner in the prescribed pro-forma enclosed as attachment as ANNEXURE-XIII.	If applicable Upload Scan

		Copy on line & Submit Hard Copy
20	Undertaking as per ANNEXURE-XV	On Line
21	Organizational Details as per the ANNEXURE-XVI	Hard Copy to be submitted
22	Income Tax Returns of last two financial years.	Hard Copy to be submitted
23	Power of Attorney meeting the law of the Land, if applicable	Hard Copy to be submitted

### **17. Consequence of submission of false/untrue statements/information/documents**

If before the tender/offer is accepted or during the validity of the tender/contract, it comes to the knowledge of the Corporation that the information/documents submitted by the Tenderers/Contractor at the time of Tender submission/contract/during the pendency of the contract, is wrong/false/fake/forged/any material facts have been concealed, the Corporation reserve the right not only to reject such offer received and/or terminate the Contract but would also be free to take any action which may include blacklisting.

### **18. Verification of Trucks :**

Tenderers will produce to BPCL all trucks (owned, attached) which have been quoted by the tenderers for its verifications along with Documents **within 7 days** of the date notified by BPCL, If the trucks are not produced for verification, company may not consider the price bid submitted by the tenderers. The place of verification shall be intimated by the Corporation and the entire cost incurred by the tenderers shall be borne by the tenderers itself.

Packed trucks which are currently operating in contract under IOCL/BPCL/HPCL will not be required to be physically verified if the bidder has submitted the copy of loading challan (three months prior from the closing date of tender) of Oil Marketing Company (IOCL/BPCL/HPCL).

### **19. Government Guidelines:**

BPCL will be at liberty to follow any guidelines issued by the Ministry of Petroleum & Natural Gas, Government of India for award of any contract to any tenderers.

## **20. No Guarantee for Minimum/Maximum utilization of trucks :**

The schedule of dispatches shall be decided at the Corporation's Filling Plant / depot and the Corporation does not give any guarantee for utilization of any trucks either for:

- (a) Minimum number of days per month
- (b) Minimum mileage for each truck
- (c) Route in which the truck will be utilized

And for such reason, the contractor cannot claim that his/their trucks should be utilized for:

- (i) certain minimum number of days per month
- (ii) certain minimum mileage per truck
- (iii) On a particular route.

The Transporter will not be entitled to demand any idling charges or minimum turn over charges or any other loss or damage of whatsoever nature against the corporation of non-utilization of the said trucks/LCVs wholly or in part.

## **21. Payment of Bills :-**

- Payment towards transportation shall be released once a month by BPCL along with the statement of accounts. In case any discrepancy is observed by the tenderers, they should put a claim to the TM (LPG) of the territory or any other officer of BPCL as may be decided by BPCL from time to time along with the details of the statement of such error/ omission in the payment. No claims shall be entertained after 3 months from the date of payment.
- Transporter having GST Registration No. shall submit the Bills on their letter head in the prescribed format to the Corporation at the end of the Month as per the GST Rules or as directed by the Corporation from time to time. No payments shall be released, if bills are not submitted by the Transporter.

## **22. Unsolicited Correspondence/Queries:-**

No unsolicited correspondence / queries will be entertained while award of the business / contract is under review. Corporation regrets its inability to answer individual queries.

### **23. Contact Office for Contractor :-**

Outstation tenderers(s), except tenderers who are BPCL's LPG Distributors, should have a Contact Office at loading location within 60 days from the date of award of contract.

### **24. Making Good losses to the Corporation :-**

The tenderers will make good to the Corporation any loss whatsoever suffered by the Corporation, including but not limiting to the loss arising from:

- a) The confiscation by the Government or local authorities of any quantities of LPG delivered to the contractor(s) for transporting.
- b) Loading/ unloading of cylinders or in transit.

### **25. Validity of Offer :-**

Offer should be valid for acceptance for a period of 180 days from the last date of submission of the tender. No tenderers will be allowed to withdraw or to revise his/ their offer after the last date of receipt of the tender.

### **26. Escalation/De-escalation Clause :-**

Escalation and de-escalation clause as mentioned in detail in the agreement (Annexure-II) will apply on the finalized rates. The effective date for escalation / de-escalation will be as per the Date of HSD RSP considered for the price band published for this tender which is mentioned in the Price Bid document. However the tender will be evaluated based on the rates quoted by the tenderers while submitting their offer.

### **27.Toll Tax:**

The existing Toll / Entry / Transit / Statutory charges falling en-route to the distributors from the LPG Plant as per the approved route by the Company have been considered as on the same Date for which of HSD RSP considered for the price band published for this tender and will not be reimbursed. However any New Toll Tax / Entry / Statutory taxes or increment in existing toll tax charges in existing Toll / Entry / Statutory taxes introduced / implemented in the same route on after of the said Date will be reimbursed subject to production of gazette notification for revision and original receipt of payment. Any enhancement of taxes which are

required to be borne by the transporters (specially levied on vehicle) will not be reimbursed.

In case any Entry/Transit/Bridge/Toll taxes is withdrawn for a destination after due date or finalization of contract same will be deducted from the transportation bill.

### **27 (a) Registration with Mathadi Board (if applicable)**

For the purpose of loading / unloading, stacking / destacking of LPG cylinders at BPCL Uran LPG Plant / Pvt. Bottler's Plant and at distributor's end, successful tenderers shall have to register with "Goods Transport Labour Board (GTLB - Mathadi Board)" as per prevailing Government Laws / guidelines as applicable from time to time. No extra cost over and above the agreed tender rates will be payable by the company for the same except to adjust with variation in payment to Mathadi labourers as per circular issued by GTLB on account of Wage Revision / DA from time to time.

However any such variations in Mathadi charges are payable to the extent approved and agreed by BPCL Management. If transporters agree for Hike in Mathadi charges beyond the approved amount by BPCL Management, difference amount will have to be borne by the transporters. Therefore it is advisable for transporters to submit appropriate justification for the hike in Mathadi charges and to know the extent to which it is agreeable to BPCL before same is agreed with Mathadi Labourers / Mathadi Board / Mathadi Unions

### **28. Statutory obligations :**

The Transporter shall comply with all statutory provisions relating to his trade/business /profession including his own employees or employees engaged by transporter and Corporations shall not be responsible for his omission/commission. Further, the transporter undertakes to abide by the provision of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 in as much as the "Road Motor Transport Establishments" in the list of Non – Factory Industries to which the EPF Act has been made applicable, is a class of establishments notified at item no. (4) of Appendix-I of EPF and Maharashtra Act, 1952 and as such the transporter shall ensure appropriate coverage of the TT Crew under the said Act and keep the Corporation indemnified for any non-compliance by the transporter.

### **29.BPCL's right for acceptance/Rejection of Tender :**

The Corporation reserves the right to accept or reject any or all tenders in whole or in part and/or to divide the work amongst tenderers in the manner considered suitable by the Corporation at the Corporation's sole discretion and without assigning any reason thereof. No counter terms and conditions will be accepted

### **30.Details to be furnished by Tenderer :-**

Complete details of tenderers as regards organizational set up, name, address and contact number of the proprietor and each of the partners, the company and co-operative society financial stability, possession of readily available trucks, past performance in the same or allied fields of operation etc should be given.

### **31.Resolution of conflict between terms and conditions herein and terms of the Agreement :**

Over and above the terms mentioned herein, the terms and conditions mentioned in the draft agreement attached herewith will be deemed to have been included under these terms and conditions and if there is any conflict between the terms mentioned herein and the terms mentioned in the draft agreement attached herewith, unless otherwise clarified by BPCL, the terms mentioned in the Agreement will prevail. Any addition / deletion / modification required in the draft Agreement will be done prior to signing of Agreement.

The tenderers are advised to visit the filling Plant / Territory office, discuss with the Territory Manager and acquaint with our facilities, loading / unloading practices at the Plant, at destination etc. before quoting for the tender, in order to familiarize themselves fully about the scope of work.

### **32.Mode of Submission of Tender :-**

Tenderers have to submit the bids on e-platform only i.e. at BPCL website <https://bpclproc.in> on or before due date and time. No bids in hard copy shall be accepted and considered.

Envelopes containing the **EMD, Tender Fee** and other tender supporting documents as per Proforma-II duly filled in all respect, (overwriting to be avoided and corrections, if any, to be signed by the tenderers) duly signed and stamped on every page should be properly sealed and dropped into the TENDER BOX kept for at office of TERRITORY MANAGER, ALLAHABAD, BHARAT PETROLEUM CORPORATION LTD, ALLAHABAD LPG BOTTLING PLANT, C- 45 TO C-47, UPSIDC INDUSTRIAL AREA, NAINI (UP) 211 010 on or before the closing date of the tender i.e. 15/05/2019 @ 10:00 hours..

### **33.Opening of tenders :-**

Credential Bid will be opened on **15/05/2019 @ 10:30 hours**, at the above address. After scrutiny of the Credential Bids, the eligible tenderers will be notified regarding date, time and venue for opening of the Price Bids.

### **34.Company's Visual Manifestation Standards LOGO :-**

Successful tenderers will have to paint the truck with BPCLs' Visual Manifestation Standards on trucks engaged by them strictly as per the specification and drawings as specified in the subsequent pages.

In order to have uniformity in the design and specification, BPCL will provide different panels in ACP sheet with vinyl sticker for displaying Bharat Petroleum / Bharat Gas as well as mandatory HAZCHEM boards on four sides of the truck.

The VM for packed cylinder trucks consists of two parts viz. background with enamel painting and affixing of Boards with Vinyl stickering in ACP base. The painting of the trucks will be done by the Transporter but as per the new design. However the boards/panels with vinyl stickers will be supplied by one Vendor across PAN India to have uniformity of the logo. This will enhance BPCL's brand image. CPO(Mktg.)floated a Public Tender and the rates have been finalised with M/s Design Dialogues India Private Ltd., New Delhi.

The total expenditure of Rs.30000/- towards these shall be borne by the Transporter and paid directly to the above vendor. BPCL will only facilitate for providing the Standard Boards / Vinyl Stickers.

### **35.Safety / Operational requirement :-**

Successful tenderers will have to meet safety / Operational requirement including locking system on trucks engaged by them as per the specification provided by BPCL.

- a) Helper should be provided along with the driver at all times

- b) Night driving between 2300 hours to 0500 hours is prohibited in the specified sector restricted by the Statutory Authorities.
- c) Immediately on execution of Agreement, tenderer shall ensure to submit the Police Verification Report / Aadhar Card details of their crew employed. Tenderer shall also ensure to submit Assurance certificate in the prescribed format (Annexure XVII) immediately on signing of agreement.
- d) Vehicle crew should be adequately trained with the operation of fire extinguishers.
- e) Safety belt (retractable) for Driver & Helper should be provided by the transporters & it should be as per the specification recommended by the company.
- f) Uniforms (at least 2 pairs – annually) to be provided by the transporters to the PCVO crew.
- g) The transporters should provide Safety Shoes, uniforms (2 pairs), helmet, gloves and other PPE as per requirement on annual basis to all workmen engaged by them at the Plant for loading/ unloading activities. Workings of Hand breaks for each truck are to be ensured during the contract period.
- h) CCOE / PESO approved Spark arrestors should be welded to the exhaust of the trucks.
- i) Stout steel guards on HSD tanks should be provided to minimize damage to fuel tanks in the event of any accident.
- j) The contractor shall, for the purpose of carrying out the activities mentioned in this Agreement, employ or engage their own personnel having valid heavy vehicle driving license with an endorsement from RTO for carrying hazardous goods (HGV) and will comply with all other provisions of law as applicable in respect of such driver/crew member or employee.
- k) The drivers should undergo a three day training course on carrying hazardous goods which should be revalidated by attending a day's refresher course
- l) Successful tenderer should get their drivers trained, at their own cost under Rule No. 9 of CMV Rules from the Plant/institute recognized as training center for conducting such training program.



- m) Rubber mat of minimum 1 inch thickness should be provided on the bed of the truck. Tyre is not acceptable in lieu of rubber mat.
- n) All the cylinders should be stacked properly supported with wooden plank in order to avoid its falling during transportation.
- o) KG DCP type Fire Extinguishers provided along with the trucks should be in working conditions at all the times during the period of contract.
- p) BPCL reserves the right to levy penalty as deemed fit, if the tenderer fails to comply with any of the Safety & operational norms and other statutory requirements as mentioned in the tender document.
- q) The transporter shall comply with all statutory provisions relating to his trade/business /profession including his own employees or employees engaged by transporter and corporation shall not be responsible for his omission or commission.
- r) It is mandatory for the transporter to abide by all the Safety, Health and Environment related norms as in force during the period of contract.

### **36.Unauthorized Parking of Trucks outside LPG Plant/Depot Premises :-**

Parking of trucks inside / outside the Refinery/LPG Filling premises on the road is treated as unauthorized as it causes hindrance to the traffic as well as endangers the safety near / in around Refinery/LPG Filling Plant premises except the Pay & Park facility meant for parking of trucks or free parking of trucks wherever applicable. Trucks after loading with the cylinders from the Refinery/LPG Plant shall not stand outside the Refinery/LPG Plant premises and shall directly go to the Distributor godown. No Pay and Park charges shall be reimbursed by BPCL.

### **37.Reverse Auction :-**

If applicable, please refer Para No. 19 of General Terms & Conditions of tender.

### **38. Headings :-**

Headings used herein are only for identification of a clause and not for any other purpose.

**39.Packed LPG Cylinders Transportation Discipline Guidelines** - the contractor has to abide by all the Health, Safety and Environment related norms as in force during the period of contract. In case of violation of any of the above norms by the Contractor, penal action shall be taken as per the attached Packed LPG Cylinder Transportation Discipline Guidelines (TDG).

**40.Evaluation criteria / method and general guideline for allocation of job :-**

This tender is floated in two-bid system i.e. credential bid & price bid. Credential bid will be first opened on scheduled date and will be evaluated. Price bids of the tenderers, who have qualified in credentials bid based on evaluation by the Corporation, will be opened on subsequently notified date.

**The criteria for evaluation of the Price Bid & finalization of award of contract shall take into account the following:**

- a) Ranking of tenderers shall be decided on the overall cash out flow, as per the original quotation, separately for different Parts as mentioned in Proforma I. In case any tenderer has not quoted rate for one/ some Slabs of price bids, then the highest quoted rates of any tenderers for that particular Slab shall be taken while calculating the financial outgo to the Corporation for arriving at the ranking of that tenderers.

Raking of Bidders for 342 Capacity and 524 Capacity trucks will be worked out separately. Cash outflow will be calculated separately for 342 Capacity and 524 Capacity trucks for evaluation.

- b) In case of Multiple Supply Sources within one territory, evaluation will be based on overall cash outflow considering Cash outflow for each supply sources.
- c) Number of trucks offered by the tenderers, for which physical verification of truck(s)/ documents has been carried out and have been technically accepted.
- d) Any other factor considered relevant by the corporation.
- e) Negotiation will be carried out with the L-1 party on the Lowest Quoted Rate in each Slab. On finalization of rate with L-1 party, the counter offer of the lowest rate will be given to L-2 to L-5,... transporters. In this process, in case any tenderers between L-2 to L-5,... say L-3 & L-4 transporters refuse to accept the lowest rate then corporation reserves the right to give counter offer of the lowest rate to other high ranking parties in sequence e.g. L-5 & L-6,... till the full requirement of trucks is met. In the process the original L-3 & L-4 ranking

parties will not get any contract as they have refused to accept the BPCL counter offer rate. In such case, the award of job will be distributed to all agreeable transporters in sequence of their ranking keeping in view the agreed lowest rates in each Slab up to the requirement/ availability of the trucks.

- f) If the no. of Trucks offered are more than the requirement and rates quoted by the Bidders are same, then standing of Bidders (L1, L2 etc.) will be based on the model of the Trucks offered considering parameters mentioned in Clause 41 below.
- g) If the above process still results in not meeting the Corporation's full requirement of trucks, then negotiations/counter-offer exercise may be conducted with the balance parties in their original order of ranking till the full requirement of trucks is met.
- h) Even If the requirement of trucks is fully met by the L1 bidder(s), BPCL reserves the right to negotiate with L2, L3, L4.... Bidders and allocate the businesses in the ratio of 70:20:10 (among L1, L2, L3 bidders) and 80:20 (among L1 & L2 Bidders).
- i) In case NIT requirement is still not fulfilled even after considering the original quoted trucks, and proposed number of trucks then Corporation reserves its right to ask for additional trucks from the bidders in order of their ranking as defined in the tender evaluation criteria. These trucks may be owned or attached and may be asked from all category of bidders.
- j) The contract will be awarded in the proportion of availability of trucks from the transporters after considering the allotment of trucks as per ranking in the Slabs.

#### **41. Selection criteria of trucks while awarding contract**

Subject to evaluation criteria as per clause 40, preference for award of the contract will be given as per the following sequence -

- a) Owned trucks over attached trucks.
- b) Age of the trucks i.e. latest year model will be given preference
- c) Higher capacity Trucks as per requirement of BPCL.
- d) Proposed Trucks after exhausting above.

#### **42. Induction of Additional Trucks**

With increase in requirement of trucks due to increasing market demand, the corporation at its sole discretion reserves the right to induct additional trucks from any existing operating Transporters in the order of L1, L2, L3... etc.

If the Existing Transporters fail to offer additional trucks, BPCL will induct additional trucks in the following sequence at the prevailing rates.

- a) From LPG Distributors of BPCL supplied ex Allahabad LPG Plant and Babatpur (IOC Hospitality)
- b) From Existing Transporters operating at neighbouring BPCL LPG Filling Plants
- c) From Open Market through advertisement

**NOTWITHSTANDING ANYTHING CONTAINED ELSEWHERE IN THIS TENDER IN THE EVENT THAT CORPORATION RECEIVES THE SAME RATE FOR A PARTICULAR SLAB/DISTANCE SLAB W.R.T. ANY SOURCE/LOADING BASE BY A GROUP OF BIDDERS, THE CORPORATION RESERVES THE RIGHT TO BELIEVE THAT THESE BIDDERS HAVE FORMED A CARTEL AND THE RATE QUOTED AS 'CARTEL RATE' AND MAY ACCEPT OR REJECT OR NOT RECKON SUCH RATES/OFFERED TRUCKS / RANKINGS ETC., OF SUCH OFFERS. IN SUCH CASES, THE CORPORATION ALSO RESERVES THE RIGHT TO FOLLOW THE NEGOTIATION PROCESS WITH SUCH BIDDERS IF DEEMED FIT AND AMEND THE EVALUATION CRITERIA BEST SUITED TO THE INTEREST OF THE CORPORATION.**

#### **NOTE:**

1. The tender document contains the indicative number of locations in each Slab and total no. of loads to be transported to these locations per month and total number of trucks and no. of trucks required in each Slab against this tender. These figures are estimated only and shall be used for the purpose of evaluation using RTKM of individual location as an additional data. Cylinders are also to be transported to and from the parties carrying out cylinder repair activities at various places. Also cylinders are to be transported to and from the Plants of the private bottlers from whom BPCL is taking Filling assistance at present or in future. The transport charges payable under this agreement are based on the shortest route approved by the corporation on round trip basis (called RTKM).

## **2. Selection of SC & ST Contractors:**

- a) Total no. of trucks to be inducted from SC contractors is X (where X = 15%).
- b) Based on the transportation cost in each Slab, ranking will be assigned to SC category tenderers for each Slab.
- c) If, X is less than the number of valid trucks offered by the lowest among the SC tenderers, then only this tenderer will be appointed for induction of X number of trucks.
- d) If, X is more than the number of valid trucks offered by the lowest among SC tenderers, then similar method as mentioned above will be adopted amongst SC tenderers.
- e) Total no. of trucks to be inducted from ST contractors is Y (where Y = 7.5%).
- f) Based on the transportation cost in each Slab, ranking will be assigned to ST category tenderers for each Slab.
- g) If, Y is less than the number of valid trucks offered by the lowest among the ST tenderers, then only this tenderer will be appointed for induction of Y number of trucks.
- h) If, Y is more than the number of valid trucks offered by the lowest among ST tenderers, then similar method as mentioned above will be adopted amongst ST tenderers.
- i) Contract shall be awarded to the SC / ST category tenderers as above only if they match the rate finalized in the tender and no price preference shall be given.

## **42. Procurement as per Public Procurement Policy for Micro, Small & Medium Enterprises (MSME) Order:**

Subject to other terms and conditions stated in this tender document including but not limiting to the pre-qualification criteria, Twenty per cent (25%) of requirement is earmarked for Micro, Small and Medium Enterprises (MSME).

Bidders having Valid MSME registration Certificate (Udyog Aadhaar Memorandum) issued through Udyog Aadhaar Portal maintained by Ministry of Micro Small and Medium Enterprises shall be considered under MSME category (Reference Gazette Notification No. 2028 dt. 21/09/2015 issued by Ministry of Micro, Small & Medium Enterprises)

Existing enterprises having APPROVED registration Number under Entrepreneurs Memorandum Number Part II (EM II) will also be considered for qualifying under MSE category subject to submission of document showing the status as “ APPROVED “ .

- This document shall be verified from the respective Website / Department / Issuing authority for the authenticity by the Contracting Corporation and invalid document may lead to disqualification of the bidder from the tender
- i. Out of the above 25 percent, 3 % is earmarked for Micro and Small Enterprises owned by the Women entrepreneurs and 4% is earmarked for Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs.
  - ii. In the event of failure of such MSME to participate in tender process or meet tender requirements and L1 price, 3 per cent sub target for procurement earmarked for Micro and Small Enterprises owned by Women entrepreneurs and 4 per cent sub target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Cast or Schedule Tribe entrepreneurs shall be met from other MSME.
  - iii. Micro, Small & Medium Enterprises quoting price within price band, then they will be allowed to carry out the work by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro, Small & Medium Enterprises and such Micro and Small Enterprises will be allowed to carry out the work up to 25 percent of requirement.
  - iv. In case requirement of 25% is not met from the bidders under MSME category, the unfulfilled requirement of trucks will be added to the general category.
  - v. If no. of bidders is more than the no. of Trucks reserved for the MSME category and it is not possible to allocate even one Truck on proportionate basis then one Truck will be allocated to bidders under MSME category in order of their original ranking till the reserve quota is fulfilled.
  - vi. In case of more than one such MSME, the work shall be shared proportionately.
  - vii. Micro and Small Enterprises will be exempted from payment of Earnest Money.
  - viii. The above provisions shall apply to MSME registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
  - ix. 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 MSMEs.
  - x. No attached / proposed truck is allowed under MSME category.

## ANNEXURE-I

Details of Trucks offered by the tenderers are to be keyed in on website (<https://bpclproc.in>) . The input format as under has been provided in E-Tender.

Sr. No.	RTO Registration No.	Engine No.	Chassis No.	Truck Make / Model	Original Date of Registration as per RC Book	Capacity of truck to carry No. of 14.2 Kg Cylinders i.e. 342 / 524	Owned / Attached / Proposed	Name of Owner of TT as per RC Book	Truck fitted with ABS	Valid Fitness Certificate	National Permits	State Permits	Valid Insurance Available
									Y / N	Y / N validity	Y / N	Y / N	Y / N validity
1													
2													
3													
4													
5													

### DECLARATION

- Provided the work contemplated under this tender by M/s BHARAT PETROLEUM CORPORATION LTD, is awarded to us, we undertake to place ready / existing trucks at the disposal of M/s BHARAT PETROLEUM CORPORATION LTD, within 30 days & proposed trucks within 45 days after award of LOI in our favor
- a.
  - b. We have submitted the attested Xerox copies of RC book of all trucks offered in the tender.
  - c. ORIGINAL RC BOOK FOR EACH TRUCK SHALL BE SHOWN AT THE TIME OF PHYSICAL VERIFICATION
  - d. All the above are box type trucks capable of carrying **342/ 524 nos.** of 14.2 kg LPG cylinder  
or equivalent in 3 vertical tiers or converted for carrying **342/524 nos.** of 14.2 kg LPG cylinder
  - e. None of the trucks offered by us are blacklisted by any oil company
  - f. Necessary unconditional NOC has been obtained from OMC for the trucks quoted (if operating with OMC.)
  - g. We confirm that the trucks listed above confirms to Motor Vehicles Act, other statutory requirements & BPCL SAFETY NORMS
  - h. We also confirm that the truck will conform to BPCL's prevailing VM Standards.
  - i. We also confirm that the drivers will undergo eye test / mandatory 3-day training as certified by concerned RTO

## ANNEXURE-II

### LPG CYLINDERS TRANSPORTATION CONTRACT AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ between **Bharat Petroleum Corporation Limited**, a Company incorporated under the Indian Companies Act, 1913, and having its Registered Office 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400 001, hereinafter called "THE CORPORATION" (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the ONE PART AND

\*\* \_\_\_\_\_, son/daughter/wife of Sh \_\_\_\_\_ residing at \_\_\_\_\_ carrying on business as Sole Proprietor under the name and style of \_\_\_\_\_ and having its office at \_\_\_\_\_ hereinafter referred to as "THE CONTRACTOR" (which expression shall unless excluded by or repugnant to the context mean and include his/her heirs, executors and administrators)

**OR**

\*\* \_\_\_\_\_, son/daughter/wife of Sh \_\_\_\_\_ residing at \_\_\_\_\_, carrying on business in co-partnership under the name and style of \_\_\_\_\_ and having its office at \_\_\_\_\_ hereinafter referred to as "THE CONTRACTOR" (which expression shall unless excluded by or repugnant to the context mean and include the present members of the said firm or any other member or members of the said firm inducted with the consent of the company and the legal heirs, executors, administrators of any deceased partner and)

**OR**

\*\* \_\_\_\_\_ Limited, a company or co-operative society incorporated under the applicable laws of India and having its registered office at \_\_\_\_\_ hereinafter referred to as "THE CONTRACTOR" (which expression shall unless excluded by or repugnant to the context mean and include its successors)

(\*\* *Strike out whichever is not applicable*)  
of the OTHER PART.

WHEREAS the Contractor is desirous of providing trucks for transportation of LPG cylinders of the Corporation from the Corporation's Filling Plant at Allahabad and Babatpur (IOC Hospitality) to such destinations as may be advised by the Corporation to the Contractor from time to time at their sole discretion.



AND WHEREAS the Corporation is agreeable to utilize the trucks to be provided by the Contractor for transportation of LPG cylinders of the Corporation on the terms and conditions contained hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED by and between the parties hereto as follows:

1. The Contractor hereby agrees to provide as and when required by the Corporation, number of trucks, detailed particulars of allocated trucks whereof are given in the Annexure hereto annexed and marked **ANNEXURE-AA** and being treated as a part of this Agreement, to the Corporation within 15 days or such extended period as may be permitted by the Corporation at its sole discretion from the date of issuance of the letter accepting the rate offered by the contractor for utilization of the same for transportation of LPG cylinders as also boxes of LPG regulators as and when required by the corporation and the Corporation agrees to take such trucks for utilization of the same on the terms and conditions contained hereinafter
2. The packed trucks to be provided by the Transporter should be owned by or attached to him and should be fit to transport packed LPG by road.
3. The trucks to be provided by the Contractor should have capacity to transport 342/542 LPG cylinders for Markets filled with 14.2 KG LPG and the same can be used for transporting cylinders having LPG of 14.2 Kgs and/or 5 Kgs and/or 19 Kgs and/or 35 Kgs and/or 47.5 Kgs at the sole discretion of the Corporation.
4. Contractors who have offered trucks with capacity for transportation of 342 nos. of 14.2 Kg cylinders can, as per the requirement of the Corporation, replace the same with trucks with capacity for transportation of 524 nos. of 14.2 Kg cyls. Proportionately with prior approval of BPCL. In such cases, the rate applicable for 524 cyls. Capacity trucks shall be payable.
5. The Contractor will ensure that:
  - a) Trucks offered are sound and conform to the Motor Vehicles Act, in excellent and efficient working conditions, having fitness certificate from local Regional Transport Officer valid at all times during the entire contract
  - b) The trucks provided shall conform to the Rules pertaining to the transportation of the Petroleum products as contained in the Petroleum Act, 1976, Gas Cylinder Rules, 1981, a gist/ important points of which are mentioned in the Annexure hereto annexed and marked **ANNEXURE-V** and treated as a part of

this Agreement, and/or any applicable Act/Rules or any amendment or re-enactment thereof from time-to-time.

- c) Different types of cylinders, i.e. 5 kg, 14.2 kg; 19 kg, 35 kg and 47.5 kg will be stacked in a systematic manner in vertical tires as may be instructed by the Corporation to the Contractor from time to time. The side and end flaps of the truck shall get locked in an upright position without buckling or slanting.
- d) the truck engaged for transportation of cylinders is placed before the concerned officer/agent of the Corporation and the same conforms to the regulations relating to the carriage of dangerous petroleum stipulated in the Petroleum Act, 1934 and will produce the certificate, if any, issued by the Corporation as and when demanded by the Corporation for their inspection.
- e) Suitable “**Vehicle Tracking System (VTS)**” linked to GPS should be installed in each tank truck for monitoring its safe movement by the transporters at their own cost. Corporation will organize supply & installation of VMUs by VMU supplier against cost and maintenance of VTS through a service provider at the cost of Transporter and the same will be recovered through the transportation bills of the transporters.
  - i. Installation of Vehicle Tracking System (VTS) on Trucks is mandatory as specified by the company from time to time.
  - ii. The rate of monthly service charges (including GST as applicable) per truck /VTS device shall be recovered by BPCL from transporter’s monthly transportation payments due to them.
  - iii. The VTS device to be installed on truck shall remain the property of the VTS service provider.
  - iv. 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.
  - v. In the event, a VTS device is lost, destroyed, stolen or damaged beyond repair by the transporter and or their crew, the cost of VTS device shall be recovered from the transporter as per the contract terms with the VTS Service Provider.

vi. In the event, if BPCL terminates services of VTS service provider or tank lorry is blacklisted/terminated and not operated by BPCL -

- 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 truck with VTS device available to the VTS service provider for de-installation of the VTS device.
- In case VTS device is not returned by the transporter to the VTS service provider, the termination fee as per the contract shall be recovered from transporters.
- 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.

f) **Anti Lock Braking System (ABS)**- All trucks provided by the Contractor should be compulsorily fitted with ABS conforming to IS-11852:2003 (Part-9) irrespective year of Manufacturers. Contractors have to ensure that the trucks are fitted with ABS at the time of induction of trucks. Contractor shall submit the certificate of having fitted with ABS in trucks issued by either from the truck manufacturers (in case of new trucks) or from the vendors of retrofitted ABS.

g) The spark arrestor and fire extinguisher of the trucks are checked on a quarterly basis and to ensure that the same are in perfect working condition.

h) Cylinder shall be so transported as not to project in the horizontal plane beyond the sides or ends of the vehicle by which they are transported.

i) There shall be no sharp projections on the inside of the vehicle.

j) Cylinder shall be adequately secured to prevent their falling off the vehicle and being subject to rough handling/ excessive shocks or local stresses.

k) No change in the ownership of the trucks owned by the transporter, as mentioned in the Annexure marked **ANNEXURE-AA** hereto and/or the arrangement on which the trucks are hired, take place during the pendency of the contract without obtaining prior written consent from the Corporation.

- l) The LPG cylinders and LPG pressure regulators are delivered at the destination promptly within the prescribed delivery periods as may be intimated by the Corporation from time to time
- m) The crew comply with all the requirements of the Motor Vehicles Act and the said crew are given proper training on handling all types of emergencies including fire etc., and that they wear Personal Protective Equipments like Hard hats and safety shoes etc. to avoid any accidental injuries to themselves while inside the Refinery / Plant premises and observe all safe practices as per the instructions given by BPCL from time to time.
- n) All necessary route permits for plying the trucks within the state or inter-state routes, if required, for the transportation of LPG are obtained at their own cost and are available with the trucks at all times.
- o) Payment of all applicable Octroi charges, incremental / new toll /entry charges as may be payable en route shall be paid at the first instance by the contractor and only receipts towards the Octroi Charges levied on BPCL product to be submitted to the Corporation for getting reimbursement of the same. All other levies are not reimbursable.
- p) Trucks are not authorized to park within Filling Plant premises.
- q) Cylinders received at the Filling Plant or the distributor's end are complete with all fittings and without damage
- r) Cylinders to be handed over to the Contractor by the distributor as per the Equipment Return Voucher (ERV) and if there is any discrepancy, such discrepancy should be duly recorded in the ERV and the said ERV should be produced at the Filling Plant.
- s) While receiving empty cylinders from the distributor's godown :
  - No spurious or other oil marketing companies cylinders are delivered by the distributor and received by the contractor
  - The list prepared by the distributor for handing over empty cylinders to the Contractor is signed by the distributor and counter signed by the contractor's crew and if any discrepancy is found in the said list, the same should be recorded and both the distributor and crew of the contractor should sign such discrepancy.

- **SPURIOUS, DEFECTIVE / OTHER MARKETING OIL COMPANY (OMC) CYLINDERS**

It shall be the responsibility of the contractor(s) to ensure that no spurious or OMC cylinders are inducted in our distribution system in the course of transportation of cylinders. Distributors are expected to list down the serial no. of all cylinders while returning them to the Plant, which must be checked and countersigned by the contractor's crew. If any spurious or OMC cylinder is detected at the Filling Plant of which serial no. is not appearing in the list or if the list has not been signed by the distributor concerned, recoveries will be made from the contractor(s) for the spurious cylinders / **OMC cylinders @ Rs. 2300/- per 14.2 kg cylinder, @ Rs. 2550/- per 19 kg cylinder, @ Rs.4800/- per 19 KG cylinder with LOT Valves, @ Rs. 6450/- for 47.5 kg cylinder, @ Rs. 8700/- for 47.5 KG Cylinders with LOT valves, @ Rs. 5100/- for 35 kg cylinder @ Rs.7350/- per 35 KG cylinder with LOT valve and @ 700/- per 5 kg cylinder** (as per the BPCL guidelines on the subject matter applicable from time to time). In all such cases, the decision of the Corporation shall be final and binding on the contractor(s). Hence, such detection or delivery of spurious/OMC cylinders by the contractor(s) will be dealt with severely which may include even termination of the contract and/or appropriate penalties to be levied as well as determined by the Corporation.

Similarly in case of any underweight / water filled cylinders received "without seal / with broken seal" at distributor's end and returned to the Plant in the same lorry with endorsement of the lorry crew OR received at Plant without any endorsement by the distributor / authorization by the Sales Officer under separate ERV, debit will be raised against the contractor at commercial rate applicable for the gas and no transportation charges will be paid for transportation of such cylinders. This will be without any prejudice to the right of the Corporation to take any other course of action in the matter as the Corporation may decide to take in order to safeguard its interest.

- t) No child or bonded labour is engaged for handling the work in connection with this contract or contravene any of the Government Rules and Regulations in this regard.
- u) No person in the truck smokes and no fire or ignition takes place in the vicinity of the truck.
- v) No other goods other than those authorized by BPCL are carried in the truck along with the LPG cylinders / regulators.

- w) The truck does not carry any person other than the authorized crew of the contractor along with the LPG cylinders/ pressure regulators
  - x) Contractor shall provide the Helper in each Truck at all the time.
  - y) BPCL shall raise / recover an appropriate amount towards **Public Liability Policy for Oil Industry**.
6. Apart from providing trucks and transporting LPG cylinders to the destinations from time to time as directed by the Corporation, the contractor will carry out the following:
- a) Loading of full cylinders from stacks and/or conveyors onto the truck at the Corporation's Filling Plant or from such place as may be decided by the Corporation at its sole discretion.
  - b) Unloading of empty cylinders from the trucks onto conveyors and/or stacks at the corporation's Filling Plants or from such place as may be decided by the Corporation at its sole discretion.
  - c) Unloading of full cylinders and stacking of cylinders at the distributors end.
  - d) Removal of empty cylinders from stack at the distributors end and loading onto trucks.
  - e) Proper stacking of cylinders inside the truck and removal / receipt of cylinders from / on the truck both at the Filling Plant and distributors end.
  - f) Cylinder handling (loading and unloading) at staging depot shall be done by BPCL.
  - g) Transporters will have to follow all safety norms while unloading / loading, stacking / de-stacking at distributors end. Dropping of cylinders from the lorry while unloading is highly unsafe and will damage the cylinders. If the cylinders get dented / stay plate or foot ring gets broken while unloading the cylinders, the cost of the cylinder will be debited appropriately to the transporter.

While carrying out such loading/ unloading operations, the Contractor will ensure that his crews do not throw the cylinders inside/outside the trucks thereby subjecting the cylinders to contact with the body of the truck/ ground/against other cylinders.

7. For rendering the services to the Corporation under this Agreement, the contractor will be entitled to transportation charges as mentioned hereunder:

- a) For transportation of filled cylinders to the destinations, 65% (Sixty five percent) of the rate shown in the enclosed rate schedule will be paid and for transportation of empty cylinders from the destinations to LPG Plants (BPC/OMC/PMC), 35% (thirty five percent) of the rate shown in the enclosed rate schedule will be paid.
- b) (i) The transportation charges so payable to the contractor(s) will be based on the shortest route approved by the Corporation from time to time.
- (ii) If for any compelling reasons an alternative route is used, payment for the longer route may be considered by the Corporation provided prior approval from the Corporation is obtained for the use of the alternative route and intimation of such approval in writing is recorded within 48 hours from the date of approval.
- (iii) For one way loads either from BPCL's Filling Plant to Distributors end or from Distributors end to BPCL's Filling Plant, 65% of the RTKM rates shall be payable.
- (iv) The above rates are inclusive of all taxes, including goods tax/ hill tax / Behti tax bridge tax/ toll tax but exclusive of Octroi on Corporation's product
- (v) The existing Toll / Entry / Transit / Statutory charges falling en-route to the distributors from the LPG Plant as per the approved route by the Company have been considered as on the same Date for which of HSD RSP considered for the price band published for this tender and will not be reimbursed. However any New Toll Tax / Entry / Statutory taxes or increment in existing toll tax charges in existing Toll / Entry / Statutory taxes introduced / implemented in the same route on after of the said Date will be reimbursed subject to production of gazette notification for revision and original receipt of payment. Any enhancement of taxes which are required to be borne by the transporters (specially levied on vehicle) will not be reimbursed.

In case any Entry/Transit/Bridge/Toll tax is withdrawn for a destination after due date or finalization of contract same will be deducted from the transportation bill.

- (vi) Minimum rate protection shall be made applicable.
  - (vii) "The successful tenderers would be required to purchase fuel/lubricants for the Trucks engaged by BPCL at the **Smart Fleet Retail** Outlets of BPCL. For this the tenderers would have to enroll under CMS Fleet Card Scheme for his fuelling requirement. Initially, a **minimum of 40%** of the billing amount from the carrier's monthly transportation bill shall be deducted & same shall be credited to billing amount to be deducted for crediting it to Carriers CMS account
  - (viii) In case of movement from Plant to a location which though is situated in the state where Plant is located but entail movement thru other states, decision to pay rates for such movements with rates as applicable for other states and shorter RTD or with rates as applicable within state and longer RTD will be discretion of the corporation.
  - (ix) The Corporation shall deduct applicable Income Tax from transportation bills from time to time as per rules and regulations of CBDT (Central Board of Direct Taxes).
  - (x) The Contractor(s) shall submit a letter of undertaking to the Corporation, agreeing to the Corporation's deducting "Income Tax" as applicable from the transportation bills.
- c) Payment towards transportation shall be released once a month by BPCL along with the statement of accounts. In case any discrepancy is observed by the tenderers, they should put a claim to the TM (LPG) of the territory or any other officer of BPCL as may be decided by BPCL from time to time along with the details of the statement of such error/ omission in the payment. No claims shall be entertained after 3 months from the date of payment.

Transporter having GST Registration No. shall submit the Bills on their letter head in the prescribed format to the Corporation at the end of the Month as per the GST Rules or as directed by the Corporation from time to time. No payments shall be released, if bills are not submitted by the Transporter.

- d) A penalty of Rs. 100/- shall be levied for every duplicate document asked for by the Contractor for originals lost by them.
- e) The Rate finalized will increase or decrease in the event of any variation in price of High Speed Diesel of the Corporation



- f) The escalation / de-escalation shall be calculated on the presumption that:
- (i) **Notional capacity of the truck will be 342 x 14.2 kg cylinder (10.8 MT) & for 524 x 14.2kg cylinders (16.8 MT).**
  - (ii) **Average Consumption of HSD will be 3.88 km / lit for 342 cylinders capacity trucks & 3.24 km/lit for 524 cylinders capacity trucks.**
- g) In case of Escalation/de-escalation due to increase/decrease in the Fuel Cost it should be applied when change in HSD retail selling rate is minimum 25 ps. Per liter at a time. If the fluctuation in the HSD retail selling rate is lower than 25 ps per liter, escalation / de-escalation should be applied when cumulative total of such fluctuations becomes 25 paise per liter in terms of either increase or decrease.
- h) Escalation / De-escalation in transportation rates, due to increase / decrease in HSD retail selling price, if any **will be done once in month on 1<sup>st</sup> of the month (if applicable) based on previous month HSD Rate. The minimum HSD RSP prevailing at the Plant Location to be considered for calculation. In case of more than one revision in a month, the weighted average of these of previous month shall be considered.**
- i) Method of calculating increase / decrease in Transport rate :
- i. Fuel Cost variation per cylinder:
 
$$\frac{\text{Increase / Decrease in HSD retail selling rate} \times \text{ARTD}^{**}}{342 \text{ cylinders} \times 3.88 \text{ kms (as the case may be)}}$$

(Subject to variation in HSD retail selling rate being 25 ps per liter at a time or cumulative)

**\*\* ARTD for Slab Rate would be weighed Average RTKM of the Respective Slab**
- j) There will be an escalation of 4% in Rates on beginning of 4<sup>th</sup> year as well as 5<sup>th</sup> year on the non fuel component (excluding Mathadi loading / unloading charges) of the rates prevailing at the beginning of 4<sup>th</sup> year and 5<sup>th</sup> year
- k) **The Formula for working out Escalation at the beginning of 4<sup>th</sup> & 5<sup>th</sup> year is as follows:**

### **Assumptions:**

Let the Transportation Rate at the beginning of 4th year of the contract be **R** in Rs/cyl/RTKM Let **H** be the Retail Selling Price of HSD in Rs/Litre at the end of the 3<sup>rd</sup> year of the contract.

The **Fuel component F**, is given by:

**F = H ÷ (3.88) ÷ (342)** in Rs/cyl/RTKM for 342 cyl trucks, and

**F = H ÷ (3.24) ÷ (524)** in Rs/cyl/RTKM for 524 cyl trucks

The **Non-Fuel Component N**, is given by: **N = (R - F)**

The increment of 4 % is applied to **N**, which becomes **Nr**, given by: **Nr = (1.04)\* N**

**The Revised Rate would be: (R + Nr)**

### **Illustration:**

Let the Transportation Rate, **R** at the end of the 3<sup>rd</sup> year of the contract be **0.075 Rs/cyl/RTKM** for 342 cylinder capacity truck

Let the Retail Selling Price of HSD, **H**, be Rs. 64 per Litre

The Fuel component in the above rate **F** is Rs.16.49 /RTKM or Rs 0.048/cyl/RTKM (for 342 cyl truck)

The Non fuel component **N = 0.075 – 0.048 = Rs. 0.027/cyl/RTKM**

Applying the increment of 4 % on Rs. 0.027 /cyl/RTKM, we have:

**Nr = 0.04 x 0.027 = Rs. 0.00108 cyl/RTKM**

**The Revised rate for the 4th year would be: 0.075 + 0.00108 = Rs 0.07608/cyl/RTKM**

NOTE: Similar escalation will be applied to the existing rates at the beginning of 5<sup>th</sup> year

8. a) The Contractors shall make available all the trucks at Filling Plant on a sustained basis.

- b) Should on any occasion there be any difficulty in providing any of the contracted trucks on any particular day, the Contractor shall advise the Corporation's Filling Plant In-charge or the Corporation's Regional LPG office at NOIDA, as the case may be, in writing indicating the reasons for not providing the truck on that particular day.
- c) Under no circumstances the Contractor shall keep any of the contracted truck out of operation for a continuous period of more than 15 days in a month unless otherwise permitted in writing by the Corporation. Should the Corporation require a replacement for this period, the Contractor should arrange the same immediately.

In case the Contractor(s) fails to provide trucks, as agreed, for any reason Whatsoever the Corporation at its sole discretion will be entitled:-

- (i) to make alternative arrangements for transportation of the cylinders and debit the Contractor with the additional cost incurred by the Corporation due to the failure on the part of the contractor; or
- (ii) to levy / recover a liquidated damage of Rs. 500/- (Rupees five hundred only) per day per truck and the contractor(s) shall be liable to pay the same within 30 days from the demand without any demur without raising any question as to whether the Corporation has suffered any loss amounting to Rs. 500/- per day per truck .

This right of the Corporation is without prejudice to any other right the Corporation is having under this agreement or in law.

- 9. If any of the trucks under the contract goes out of operation for repairs for a period of more than two month or if the contractor desires to replace the truck, the contractor will have to offer trucks at the sole discretion of the Corporation, in replacement thereof for the remaining period of the contract:
  - a) An attached truck can be replaced by an Owned /Attached truck but it should be of later model.
  - b) Owned truck of older model can be replaced by owned truck of later model.

The decision of the corporation on above shall be final and binding on the Contractor.

10.a) On the arrival at the distributor's end, the Contractor should wait and obtain the ERV or any other paper which the Corporation has instructed the Contractor to collect from the distributor before making delivery of the LPG cylinder to the distributor.

c) If for any reason whatsoever, the materials/documents to be collected by the Contractor from the Distributor are not handed over by the Distributor to the Contractor in the form and manner prescribed by the Corporation from time to time or in the event the Distributor delays in delivering the empty cylinders for any reason whatsoever, the Contractor will immediately contact, by any mode, the Filling Plant In-Charge or his authorized representative and to carry out such instructions as may be given by the Filling Plant In-charge or his authorized representative.

11. a) Save and except transportation charges payable by the Corporation to the Contractor. The Contractor or his/their employees will not be entitled to get any facilities such as office accommodation, canteen, tea, toilet, telephone, etc.

b) The contractor(s) shall bear and pay the entire operational costs of trucks for transportation of the product, which shall include, interalia, the following:

- Salary and other emoluments for the crew and labour used for loading / Unloading of LPG cylinders and such other allowances or benefits as per the Law in force or the contract between the Contractor and his Employees.
- Cost of fuels and lubricating oil required for the operation of the trucks.
- Maintenance and repair cost of the trucks
- Licenses, permits, road tolls & taxes etc

c) It shall be the responsibility of the contractor(s) to keep filled or empty Cylinders under his / her / their safe custody after the working hours of the Filling Plant. The Corporation does not take any responsibility to keep the contractor(s) trucks, loaded with filled or empty cylinders, in its premises if the trucks arrive at the Filling Plant beyond the regular working hours and on holidays.

12.(a) The Contractor(s) shall be solely responsible for the safe custody of the Cylinders and products once these are handed over to them.

(b) The charges as fixed by the Corporation from time to time for fittings, parts and accessories, cylinders and/ or pressure regulators found missing/damaged at the time of delivery of cylinders both at the Filling Plant

and distributors end will be recovered from any amount payable to the contractor under this contract or otherwise.

- (c) The contractor(s) shall be liable to pay without demur the amount mentioned hereunder or such other amount as may be intimated to the Contractor by the Corporation for the loss or damage caused to the said cylinders:

Sr. No	ITEM DESCRIPTION	QUANTUM OF DAMAGE (Rs.) + applicable taxes.
1	Empty LPG cylinder 33.3 lts. W.C. (14.2 kg LPG) with valve (self closing) and security cap.	2300.00
2	Empty LPG cylinder 44.5 lts. W.C. (19 kg LPG) with valve (self closing) and security cap.	2550.00
3	Empty LPG cylinder 110.5 lts. W.C. (47.5 kg LPG) with valve (self closing) and security cap.	6450.00
4	Empty LPG cylinder 35 Kg capacity	5100.00
5	Empty LPG cylinder 5 kg capacity	700.00
6	Empty LPG cylinder 19 KG capacity with LOT Valve.	4800.00
7	Empty LPG cylinder 35 Kg capacity with LOT Valve.	7350.00
8	Empty LPG cylinder 47.5 Kg capacity with LOT Valve.	8700.00
9	LPG cylinder valve	265.00
10	Security cap with wire spring and nylon cord for new self closing valves (material delrin or equivalent)	2.00
11	Click on type pressure regulator (for self closing valves)	250.00
12	LPG product	Ruling rates applicable for Non-Domestic

- (d) The aforesaid amount or such other amount as may be intimated by the Corporation in replacement or substitution of the amount stated above will be recoverable as liquidated damage for the loss or damage to the cylinders and/or other equipment and same shall be recovered through monthly transportation bills of Contractor.
- (e) In the event of loss of filled and/or empty LPG cylinders due to fire during or because of accident, theft etc., the recovery for the loss will be made at the actual cost to the Contracting Corporation for the product and cylinder at the loading source on the date of dispatch, provided FIR has been lodged for the accident or for the theft, and due report has been submitted to

CCE, and the proof of acquittal of case from Police and decision on settlement by the concerned Insurance company have been submitted to the satisfaction of the Corporation. OTHERWISE the Corporation shall recover the cost of the loss of product at the prevailing rate of the Corporation applicable for LPG cylinders for non-domestic use at the concerned loading source on the date of dispatch of the product and in case of loss of cylinders the recovery shall be at the penal rate as mentioned in the table in clause 12 (c) above.

13. For any shortages of cylinders and/or LPG contained therein, it will be necessary for the contractor(s) to get an endorsement from the distributor failing which the Contractor will be liable to pay the aforesaid amount for the loss to the cylinders and/or regulators and the price of LPG contained therein.
14. If at the time of delivery of the filled cylinders at the distributor's end, the distributor refuses and/or rejects to accept any filled cylinder on the ground of underweight or water filled cylinder or for any other reason whatsoever, the Contractor will, while returning those cylinders at the Corporation's LPG Filling Plant be liable to pay the cost of LPG found short in the cylinders so delivered at the Filling Plant at the commercial rate as applicable on the date of return of those cylinders.
15. The schedule of dispatches shall be decided at the Corporation's Refinery / Filling Plant and the Corporation does not give any guarantee for utilization of any trucks either for :
  - a) Minimum number of days per month
  - b) Minimum mileage for each truck
  - c) Route in which the truck will be utilized

And for such reason, the contractor cannot claim that his/their trucks should be utilized for :

- (i) certain minimum number of days per month
  - (ii) certain minimum mileage per truck
  - (iii) on a particular route
16. (a) The contractor(s) shall undertake the movement of the product entrusted to him/her by the Corporation without transshipping.
- (b) If transshipment is inevitable, the Contractor(s) shall take permission from the Corporation in writing beforehand and ensure that adequate care and

precaution is taken to ensure safe handling of the product into approved truck.

- (c) No additional charges will be paid by the Corporation for this transshipment.
- (d) BPCL will unless inconvenient to them, in their own judgment, use the trucks offered at lower rate for longer routes/Slab.

17. (a) Prior to the execution of this Agreement, the Contractor will furnish a Security deposit of Rs.6,00,000/- (Rs. Six lacs only) per contract in the form an irrevocable Bank Guarantee issued by any Nationalized / Scheduled bank and should be valid for 6 months beyond the period of this contract.
- (b) The aforesaid security deposit will be adjusted against any claim of the Corporation under this contract or otherwise against the Contractor without any further reference to the Contractor
- (c) In case the Truck/s offered by the Contractor under this Contract are withdrawn during the pendency of this contract and relief trucks are not provided within 15 days of withdrawal, Security deposit @ Rs. 1,00,000/- per each truck withdrawn will be forfeited.
- (d) As and when forfeiture of the Security Deposit in full or in parts as mentioned above takes place for whatsoever reasons, an equal amount would be replaced by the Contractor in order to maintain the total amount covered under Security Deposit as Rs. 6,00,000/- (Rs. Six lacs only). Till the replacement is made as above, Corporation would not be utilizing the trucks of the Contractor.

18. The contractors shall not assign his/their right under this contract or any work entrusted to him/them to any person whatsoever or reconstitute the firm except with the prior written consent of the Corporation.

19. If at any time during the currency of this agreement the Contractor(s) fails to provide trucks and/or transport the product as provided herein and/or fails to perform the various other obligations specified in this agreement, the Corporation shall at its sole discretion and without prejudice to any other rights and remedies engage the services of other Agencies to perform the obligations of the Contractor and transport the products and in such an event the Contractor(s) undertakes to reimburse the Corporation all the additional expenses incurred by the Corporation in this connection.

20. Nothing herein contained shall prevent the Corporation from engaging any other Contractor (s) to carry out the transportation work similar to the work entrusted to the contractor(s).
21. The Corporation reserves the right to appoint two or more Contractors as it deems necessary towards achievement of efficient, timely completion of the job and the Contractor shall have no right to raise any objection to such action of the Corporation.
22. The Corporation shall not be liable to pay any amount towards detention of the trucks either at the Corporation's Filling Plant or at the Distributor's end.
23. If for any genuine reasons, such as diversion of the road, temporary closure of the road, the trucks cannot ply through the route based on which RTKM was fixed and mentioned in **Proforma-I** to this Agreement, the RTKM mentioned in the said **Proforma-I** will be modified and revised for such period and the contractor is bound to follow alternative route based on the distances as may be certified by Collector of a particular district or any official of the Ministry of Surface Transport or by such other authority as may be recognized by the Corporation at their sole discretion.
24. The Contractor(s) shall have a contact office, where the trucks will have to be positioned and get the photographs, names and addresses, designations and signatures of their authorized agents / representatives duly registered in advance with the Corporation.
25. a) The contractor shall, for the purpose of carrying out the activities mentioned in this Agreement, employ or engage their own personnel having valid heavy vehicle driving license and will comply with all other provisions of law as applicable in respect of such driver/crew member or employee
- b) None of such employees of the contractor shall claim any wage, compensation or any other sum from the Corporation in any circumstances whatsoever.
- c) The Contractor(s) shall observe and comply with the requirements of the Minimum Wages Act, the ESI Act, PF and all other Industrial / Labour legislation's for the time being in force or may later be brought into force governing the relationship between the employer and the employees and also undertake to hold the Corporation indemnified against all claims payments, losses that the Corporation may have to make or suffer on account thereof.



- d) The contractor(s) will accept liability of payment of compensation in accordance with the provisions of the Workmen's Compensation Act, 1923, read with the ESI Act 1948 or amendments thereafter for personal injury caused to any workmen by accident arising out of and in the course of his employment by the contractor(s) in the discharge of the contractor(s) obligations under the Agreement. The contractor(s) will indemnify the Corporation and keep indemnified from and against all payments by way of compensation or otherwise which the Corporation in connection with, any claim preferred by such workmen and/or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third party, person caused by the Contractor(s) their workmen, servants and agents.
- e) If for any reason whatsoever, the corporation is made to pay any amount to such employees of the contractor, the Contractor agrees to indemnify the Corporation from any such claim, including the expenses which the Corporation may incur in defending such claim.
26. The contractor(s) and his/her/their men shall abide by the Rules and Regulations when they are within the Corporation's premises and will abide by all applicable rules and regulations for the entire period of the transportation of the Corporation's product to and from the LPG Filling Plant and the Distributor's end.
27. The Contractor(s) will indemnify the Corporation against the consequences arising out of his/her/their workmen's/servants/agent's default or negligence or violation or non-adherence to Municipal / State/Central Acts relating to the carriage of goods. Should the Corporation be held liable for any loss, damage or compensation to any party arising from or in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Contractor(s) to the Corporation together with the cost incurred on any legal proceedings pertaining thereto. The contractor(s) shall whenever required by the Corporation or Governments official authorized under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.
28. The Contractor shall remain at all times liable to the Corporation for any loss or damage caused to any building, Plant machinery or the property of the Corporation due to careless, negligent, inexperienced act or default of the Contractor, his/their agents, representative or employees. The Corporation shall be entitled to deduct from the amounts payable to the Contractor under this Agreement or otherwise the loss or damages so suffered.

The Contractor will be liable for any loss and/or injury to Corporation's employee due to careless, negligent, wrongful act or default of the Contractor, his/their representatives or employees in carrying out the job under this contract.

The Contractor will make good to the Corporation any loss what so ever suffered by the Corporation, including but not limiting to the loss arising from:

- (i) the confiscation by the Government or local authorities of any quantities of the said products delivered to the contractor(s) for transporting and
- (ii) loading/unloading or in transit for reasons other than the acts of God riots or civil commotion

The liability of proving that any loss or damage caused by any accident of fire resulting from the acts of God is solely upon the contractor.

Under no circumstances the Corporation shall be liable to compensate the Contractor for any loss or damage caused to the contracted trucks unless such loss or damage has been caused for any willful or intentional act committed by the Corporation.

29. The Transporter shall comply with all statutory provisions relating to his trade/business /profession including his own employees or employees engaged by transporter and Corporations shall not be responsible for his omission/commission. Further, the transporter undertakes to abide by the provision of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 in as much as the "Road Motor Transport Establishments" in the list of Non – Factory Industries to which the EPF & MP Act has been made applicable, is a class of establishments notified at item no. (4) of Appendix-I of EPF and MP Act, 1952 and as such the transporter shall ensure appropriate coverage of the TT Crew under the said Act and keep the Corporation indemnified for any non-compliance by the transporter.

30. If before the tender/offer is accepted or during the validity of the tender/contract, it comes to the knowledge of the Corporation that the information/documents submitted by the Tenderer/Contractor at the time of Tender submission/contract/during the pendency of the contract, is wrong/false/fake/forged/any material facts have been concealed, the Corporation reserve the right to not only reject such offer received and/or terminate the Contract but would also be free to take any action which may include blacklisting.

31. This contract shall be for a period of **5 years** from effective date of the tender or date as mentioned in Letter of Intent (LOI) whichever is later.
32. The Corporation reserves the right to terminate the contract at any time before the expiry of the period of contract by giving the Contractor 30 days advance notice in writing without assigning any reason whatsoever.
33. The Corporation in its absolute discretion and without prejudice to its other rights and remedies may terminate this contract forthwith, if:
- (a) the Contractor commits a breach of any of the terms and conditions of this agreement; or
  - (b) the contractor being a proprietor, dies; or
  - (c) the contractor being a partnership firm, one of the partners dies; or the Contractor being a firm, any member of the Contractor firm is adjudged insolvent or enters into any arrangement or compromise with the creditors or execution or other process is levied or
  - (d) the road permit issued by the Transport authorities to the Contractor is cancelled or revoked.
34. All terms & conditions stipulated in the Guidelines for Bidders, Tender Terms & Conditions, Declarations, Agreement, Packed LPG Transport Discipline Guidelines and other documents furnished with the Tender and related correspondence shall form part of the contract.
35. “Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned hereinbelow :
- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
  - (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
  - (c) The Seat of arbitration shall be at Delhi,
  - (d) The proceedings shall be conducted in English language

(e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator ”

### **36. JURISDICTION**

This agreement shall be deemed to have been made in New Delhi and shall be constructed according to the laws of India. The headings of clauses hereto shall not affect the construction thereof.

IN WITNESS WHEREOF the parties have executed these presents on the \_\_\_\_\_ day, of \_\_\_\_\_ month and \_\_\_\_\_ year herein above mentioned.

Signed and delivered by the  
Within named Contractor(s)

Signed and delivered by the  
duly constituted Attorney of  
Bharat Petroleum Corpn. Ltd.

In the presence of

In the presence of

## **ANNEXURE-AA**

### **ANNEXURE TO LPG CYLINDERS TRANSPORTATION CONTRACT AGREEMENT**

NAME OF THE TRANSPORTER : \_\_\_\_\_

Sr. No.	Name of Owner of TT as per RC Book	RTO Registration No. of Truck	Original Date of Registration as per RC Book - DD/MM/YYYY format	Capacity of truck to carry No. of 14.2 Kg Cylinders i.e. 342 / 524	Owned / Attached / Proposed
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Date :

\_\_\_\_\_  
Signature & Seal of the Transporter

### **ANNEXURE-III**

#### **DANGEROUS PETROLEUM REGULATION OF TRUCKS**

1. The trucks to be engaged for transportation of cylinders should strictly conform to the regulations stipulated in the Petroleum Act, 1976, any amendment or re-enactment thereof from time-to-time under rules and order(s) framed there under.
2. The trucks engaged for transportation of LPG cylinders should also conform to the following requirements :
  - a) There shall be no sharp projection inside the truck on the platform and sides of the lorry.
  - b) The exhaust from the engine should be with under the drivers cabin and exhaust pipe should be welded with an ISI approved spark arrestor.
  - c) The Cab of the truck shall be of all metal construction and its rear window, if provided, shall be fully covered with wired glass. The cab and the engine shall be separated from the load by a fire resisting shield whose dimension shall fully cover the cab end of the load.
  - d) The truck should be fitted with a double pole wiring system with the "Master Switch" in driver's cabin.
  - e) The fuel tank of every truck if installed behind the cab of the truck/fire screen, shall be :
    - i) so designed, constructed & installed as to present no unusual hazard, shall be arranged so as to permit drainage without removal from their mountings and ;
    - ii) Protected against blows by stout steel guards.
  - f) The trucks should be fitted with the fixed body of adequate height so that the cylinders are not stacked beyond the side support of the body.
  - g) The trucks must carry two number 9 kg DCP type and one number 1 kg DCP type fire extinguisher.
  - h) The voltage of the electric circuit should not exceed 24 volts.
  - i) Electrical wiring shall :
    - (i) be heavily insulated and be adequate for maximum load to be carried.
    - (ii) be provided with suitable over current protection in the form of fuses or automatic circuit breakers and also with master switch to cut off the current supply in an emergency.

**ANNEXURE - IV**

**(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)**  
**FORM OF STANDING BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

BG No. :  
Date :  
Amount :  
Validity :

To,  
M/s Bharat Petroleum Corporation Limited.

Ref: BPCL LOI dt.    /    / 2019 for Packed LPG Cylinder Transportation  
Ex BPCL ALLAHABAD LPG FILLING PLANT AND BABATPUR (IOC HOSPITALITY)

Dear Sir,

A. In consideration of M/s Bharat Petroleum Corporation Ltd. having its registered office at..... (hereinafter called the Corporation) having agree to exempt M/s .....having its office at .....(hereinafter called the "said Transporters") from the demand under the terms and conditions of the Agreement/ Contract/ offer letter/work order no..... dated.....made between the Corporation and M/s.....the Transporter(s) (for hereinafter called the said agreement) of the security deposit for the due fulfillment by the said Transporter(s) of the terms and conditions contained in the said Agreement on production of a Bank guarantee for Rs..... (Rupees.....only). We.....(hereinafter referred to as Bank) at the request of M/s.....(Transporter(s)) do hereby undertake to pay to the Corporation an amount not exceeding Rs..... (Rupees.....only) against any loss or damage caused to or suffered by the Corporation by the reasons of any breach by the said Transporter(s) of any of the terms and conditions contained in the said Agreement.

B. We.....(name of the bank)..... do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reasons of breach of the said Transporter(s) of any of the terms and conditions contained in the said agreement or by reason of the Transporter's failure to perform the said Agreement. Any such demand made in 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.....

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

D. 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 Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the corporation certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Transporter(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before .....we shall be discharged from all liability under this guarantee thereafter.

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

F. Bank Guarantee shall remain in force up to.....

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



H. The bank agrees that this guarantee may be invoked on a number of occasions but so that the total amount payable hereunder shall not exceed Rs.....

I. We.....(name of bank) ..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

Dated.....day of.....201

.....

(Name & Signatures of the bank)

Note : Validity of Bank Guarantee shall be beyond six months of Validity of Contract

## **ANNEXURE-V**

### **GAS CYLINDER RULES 1981**

The transportation of LPG cylinders is/are covered by the Gas Cylinder Rules 1981. It will be the responsibility of the contractor(s) to ensure that the truck and the operations fully conform to the above rules in all respect. Some important stipulations of the Gas Cylinder Rules 1981 are noted below for reference and guidance:

- a. Cylinders filled with any compressed gas shall not be transported by a bi-cycle or any other two/wheeled mechanically propelled trucks.
- b. Cylinders shall be so transported as not to project in the horizontal plain beyond the sides or ends of the truck by which they are transported.
- c. There shall be no sharp projections on the inside of the truck.
- d. Cylinders shall be adequately secure to prevent their falling off the truck and being subject to rough handling, excessive shocks of local stresses.
- e. Every cylinder containing compressed gas shall have its valve securely closed so as to prevent leakage. Valves fitted to the cylinders containing LPG shall be provided with security nut on the outlet to act as a secondary means of safeguard against leakage of gas.
- f. The LPG cylinders shall always be transported and kept in the upright position and shall be so placed that these cannot be knocked over.
- g. During unloading care should be taken so that no damage is caused to the cylinders, and cylinders are not thrown from the truck during unloading.
- h. Two suitable fire extinguishers of 10 kg DCP type in sound conditions and in proper working order should be carried in the truck in an easily accessible position.
- i. Exhaust of the truck must be welded properly with spark arrestor of a design approved by Chief Controller of Explosives.
- j. No other materials / goods are to be carried in the truck while it is loaded with LPG cylinders.
- k. Smoking is strictly prohibited in the truck and no fire or any source of ignition is to be permitted on and in the vicinity of the truck.
- l. Besides crew, i.e. the driver and a helper no other person is to be allowed to travel in the trucks carrying LPG cylinders.
- m. Trucks crew should be adequately trained with operation of the extinguisher available on it.
- n. Any cylinder containing flammable gas which develops a leak during transport shall promptly be removed to an isolated place away from the source of ignition and the person responsible for transportation shall immediately contact the filler or consignor as the case may be for necessary advice.

**LIST OF RELATIVES**

A. Person shall be deemed to be relative of another, if and only if.

- (a) He / She / They are members of Hindu Undivided Family or
- (b) He / She / They are Husband and Wife or
- (c) 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 Father
- 9. Mother's Mother
- 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

**LEGAL STATUS OF TENDERER (TO BE FILLED IN ONLINE)**

Dear Sirs,

We are,

a)

Name (of proprietor in full)

Proprietorship firm (name of firm)

Residential address & Telephone No of Proprietor.

Office address, Telephone Nos. Mobile No. & email ID

b) Partnership firm (name of firm) :

Name, address & Telephone No.

Of each of the Partners

Address and Telephone nos. & Email ID of firm

c) Registered Company :

Address of Registered office and Branch

Names, Address (residential and Office) &

Telephone nos. & email ID of each of the Directors

I, \_\_\_\_\_ son of \_\_\_\_\_ residing at \_\_\_\_\_ declare that the particulars given hereunder are true to my knowledge and I am fully authorized by all other partners and/or Board of Directors of the Company or by the general Body/Managing Committee of the Co-operative Society to submit this tender after reading and understanding all the terms and conditions contained therein.

(STRIKE OUT THOSE NOT APPLICABLE)

All the details furnished above are true to our knowledge.

Signature:

Date :

Rubber stamp :

**ANNEXURE - VIII**

**PARTICULARS OF TENDERER (TO BE FILLED IN ONLINE)**

1. ~~Constitution of Firm~~ Name of bidder :
2. Nature of the firm (state whether :  
Limited Co. Partnership, Co-operative  
Society or Sole Proprietor (if  
Partnership, attach Xerox copy of  
Partnership Deed)
3. Whether belonging to SC/ST. :  
If yes, provide necessary  
Documentary evidence.  
(\*Please also see the note hereunder)
4. Year of Establishment :
5. Registration No. of Company/Firm if any:
6. Postal Address of Office of the firm/company :
7. Email Id :
8. Telephone No. (s), / Mobile No. :
9. Address of Branches, if any :
- 10 (a) Name of Directors, in case of company :  
along with residential address and phone nos.
- (b) Name of partners, in case of Partnership :  
along with residential address and  
telephone no. of each partners

(c ) Name of Proprietor :  
with residential address and telephone No.  
(Please indicate Address of each  
Director/Partner/Proprietor as the  
case may be with telephone No., if any.

11. Permanent Income Tax No. :

12. Last Income Tax Clearance :  
attach Xerox copy)

13. Name of Banker & Branch,  
with full address

14. Style of A/c. and A/c No. :

15. Name(s) of the persons :  
Operating the A/cs.

16. Details of assets (fixed), if any :

17. Code No. allotted by Indian :  
Bank's Association, if any

18. Name (s) of authorized :  
Representative(s)

We do hereby certify that the information as provided above is correct and true in all respects.

Signed by : \_\_\_\_\_

Name & Address: \_\_\_\_\_

---

(To be executed on plain paper and applicable for all tenders of value above)

---

Rs. 1 crore)

## **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 for .....The 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 Organization "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:

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 prejudiced persons.

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 cartelization 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 / Performance 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 Slab 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 CentralVigilance 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  
Supplier

For the Bidder/Contractor/

Place .....  
(Signature/Name/Address)

Witness 1 : .....

Date .....

Witness 2 : .....  
(Signature/Name/Address)

**ANNEXURE-X**

**DECLARATION BY THE TENDERER**  
**(TO BE ACCEPTED ON LINE)**

We have carefully studied the tender and submit our offer after having fully understood the same. We hereby agree to abide by and fulfill all the Terms and Conditions set out in the tender documents incorporated in the LPG Transport Agreement which should be deemed to form a part of this tender.

It is also confirmed that none of the Partners/Directors/Proprietors of this firm are retired from the services of the Corporation within last two years preceding from the closing date of the tender as mentioned in General condition of tender.

It is also confirmed that none of the Partners /Directors / Proprietor has been convicted in criminal cases or blacklisted or action for termination of contract / withdrawal of LOI / Work Order have been taken for malpractices while undertaking transportation job, by any of the PSU Oil Companies

We return herewith the enclosures duly signed and rubber stamped on each page as a token of our acceptance.

\_\_\_\_\_  
SIGNATURE OF THE TENDERER

Full Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel. No. : \_\_\_\_\_

**ANNEXURE - XI**

**LETTER OF UNDERTAKING  
(TO BE ACCEPTED ON LINE)**

I / We, M/s \_\_\_\_\_ hereby authorize M/s **Bharat Petroleum Corporation Ltd.**, to deduct Income Tax charges lavieble (if any) on transportation charges payable to us and remit the same to appropriate Income Tax authorities.

\_\_\_\_\_  
SIGNATURE OF THE TENDERER & RUBBER STAMP

Full Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel. No. : \_\_\_\_\_

(On Rs.100/= Stamp paper)

ANNEXURE - XII

**AFFIDAVIT TO BE OBTAINED FROM THE OWNER OF ATTACHED (HIRED) TRUCKS**

To,  
Bharat Petroleum Corporation Limited

\_\_\_\_\_  
Dear Sir,

I, \_\_\_\_\_ adult Indian Inhabitant, son of \_\_\_\_\_ residing at \_\_\_\_\_ having my office at \_\_\_\_\_ intimate, agree and confirm with you the following :-

1. I am the owner of the truck, details whereof are mentioned hereunder in the name as mentioned hereunder and confirm that the said trucks have the capacity to transport 342/524 Nos. LPG filled and/or empty cylinders having weight not exceeding \_\_\_ KG per cylinder

<u>Sr. No.</u>	<u>Truck No.</u>	<u>Cap</u>	<u>Engine No.</u>	<u>Chassis No.</u>
----------------	------------------	------------	-------------------	--------------------

2. I understand that pursuant to the tender notice No. \_\_\_\_\_ floated by Bharat Petroleum Corpn. Ltd., one M/s. \_\_\_\_\_ have submitted their offer for your acceptance and confirm that in the event the offer submitted by the said M/s. \_\_\_\_\_ is accepted, I will give the aforesaid trucks to the said M/s. \_\_\_\_\_ on such terms and conditions as may be agreed by and between the said \_\_\_\_\_ and me for using such trucks for transportation of the filled and empty LPG cylinders of BPCL in terms of the tender terms mentioned in the said tender of BPCL.
3. I further confirm that during the pendency of the agreement which may be signed between you and the said \_\_\_\_\_ for transportation of your LPG cylinders, I will not allow my aforesaid trucks to be used for any purpose other than the purpose of transporting LPG cylinders by any person other than the said M/s. \_\_\_\_\_ and I will not withdraw the said trucks without prior intimation to you in iting.
4. I hereby confirm that in case of breach of the agreement or undertaking given by me in the manner aforesaid, if you suffer any loss or damage, irrespective of any other right and liberty you may have to proceed any other person(s), you will have the right to claim such damage from me and I will be liable to make good such loss or damage suffered by you for committing any breach of the aforesaid undertaking.

Yours faithfully,

## ANNEXURE - XIII

### **SC/ST CERTIFICATE**

A Bidder who claims to belong to one of the Scheduled Castes/Scheduled Tribes should submit in support of his claim a certificate issued within one year preceding the date of tender opening for the Packed LPG Transportation contract, in original, with a copy thereof, in the form given below, of the District in which his parents (or surviving parents) ordinarily resides who has been designated by the State Government concerned as competent to issue such a certificate. If both his parents are dead, the officer signing the certificates should be of the district in which the Bidder himself ordinarily resides otherwise than for the purpose of his own education. The following standard format is to be used for the purpose.

The Form of the certificate to be produced by Scheduled Castes/ Scheduled Tribes candidates apply for appointment to posts under the Government of India.

1. This is to certify Shri / Shrimati / Kumari.....  
son / daughter\* of.....of village/  
town\*.....in District/Division\*.....  
of the State/Union Territory\* of.....belong to the  
.....Caste/Tribes and his / her religion is.....which is  
recognized as a Scheduled Castes / Scheduled Tribes 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 Reorganisation Act, 1960. The Punjab Re-organisation Act, 1966, The Himachal Pradesh Act.1970, The North Eastern Area (Reorganisation) Act, 1971 and Scheduled Tribes Orders (Amendments) Acts, 1976.)

the Constitution (Jammu & Kashmir) Scheduled Castes Order, 1956\*

the Constitution (Andaman & Nicobar Islands) Scheduled Tribes Order, 1956\*

the Constitution (Dadar and Nagar Haveli) Scheduled Castes Order, 1962\*

the Constitution (Pondicherry) Scheduled Castes Order, 1964\*

the Constitution (Scheduled Tribes) (Uttar Pradesh) Order, 1967\*

the Constitution (Nagaland) Scheduled Tribes Order, 1970\*

The Constitution (Sikkim) Scheduled Castes Order, 1978\*

The Constitution (Sikkim) Scheduled Tribes Order, 1978\*

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

The certificate is issued on the basis of the Scheduled Castes / Scheduled Tribes. Certificate issued to Shri / Smt\*.....father / mother of Shri / Smt /Kumari\*.....in the District / Division.....of the State / Union



Territory\* .....who belongs to the .....Caste / 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)  
State/Union Territory\*

\*Please delete the words which are not applicable.

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 Peoples Act, 1950.**

**List of authorities empowered to issue Scheduled Caste / Scheduled Tribes  
Certificates:**

1. District Magistrate / Additional District Magistrate / Collector / Deputy  
Commissioner Deputy Collector / Ist Class Stipendary Magistrate / City Magistrate  
/ Sub - Divisional Magistrate / Taluka Magistrate / Executive Magistrate / Extra  
Assistance Commissioner (Not below the rank of Ist Class Stipendary Magistrate).
2. Chief Presidency Magistrate / Additional Chief Presidency Magistrate /  
Presidency Magistrate.
3. Revenue Officer not below the rank of Tehsildar.
4. Sub - Divisional officer of the area where the candidate and / or his family  
ordinarily resides.
5. Administrator / Secretary to the Administrator / Development Officer  
(Lakshadweep Islands).

**ANNEXURE-XIV**

**INDEMNITY BOND/UNDERTAKING**

**From**

M/s.....

**To**

M/s. BPCL, NOIDA

Sub: Work Order No.....dated  
Agreement No. .... dated

This indemnity Bond / under taking executed at -----

This -----day of                      2019 by M/s.-----

Hereinafter called the “Contractors” (Which expression shall mean and include, if the context so admits, the partners or partner for the time being of the firm and their or his respective heirs, executors and administrators / its successors and assigns in law) in favour of Bharat Petroleum Corporation Ltd, hereinafter called “The Corporation”(Which expression shall include its successors and assigns in law).

Whereas the corporation, desirous of having executed certain work specified in the work.

Order No.                      Dated                      issued by the corporation on the contractors, as cased drawings, specifications and bills of quantity showing and describing, the work to be done prepared and the same have been signed by or on behalf of the parties hereto. And whereas the contractors have agreed with the corporation to execute and perform the said work specified in the said work order upon certain terms and conditions provided in the agreement executed between the contractors and the corporation and also certain in the general conditions of contract attached there to.

And whereas the contractors are bound by law to comply with the provisions of various Labour Laws like minimum wages Act, 1948; Equal Remuneration Act 1976; Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act 1979; Contract Labour (Regulation and Abolition) Act 1970; Workmen’s compensation Act 1923; Employees State Insurance Act as also the Provident Fund Act providing for Provident Fund Scheme for labourers engaged by the Contract but in the event of violation of the provisions of various amenities and facilities to the workers under the

different labour laws not only the Contractors but also the Corporation as the principle employer becomes liable for the acts omissions and commission by the contractor.

IT IS THEREFORE THEINTENT OF THIS INDEMNITY BOND / UNDERTAKING by the contractors to indemnified and keep indemnify;

1. The contractors hereby agree, confirm and declare that they have fully complied / with comply with the provisions of various labour laws. Particularly those referred to herein above and that no violation of the provision of various amenities and facilities to the workers to under different laws has been done by them and in the even of any past or future violation of the various labour laws the contractors shall indemnify and keep the Corporation duly indemnified against all losses, damages, costs, charges, expenses, penalties, suits or proceedings which the Corporation may incur, suffer or be put to.
2. The Contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in the Corporation and in other Organization throughout the country to the location in charge of the Corporation where the work is undertaken by the contractors.
3. The Contractors hereby confirm and state they are duly registered under the Contract Labour (Regulation and Abolition) Act 1970, as amended from time to time and they undertake to furnish the certified copy of the requisite obtained by the contractors from the competent authority to the Corporation's representative.
4. The Contractors hereby undertake to keep proper record of attendance of his labourers and will give opportunity to the officers of the Corporation to supervise the same and confirm upon the Corporation's representative the right to counter-sign the said register. The Contractor shall provide a copy of the pay sheets to the Location in charge of the Corporation nominated by the corporation nominated by the corporation for supervision of the payment of wages made to the labourers by the contractors and also confirm the right on the Corporation's representative to supervise the payment of wages to the labourers on the spot.
5. The contractors state that they are fully aware of the provisions of the Provident Fund Act, particularly with regard to the enrolment of the labourers as a member of Provident Fund. The contractors further confirm that they are aware of the provisions that they are obliged to recover provident fund contribution from the eligible labourers engaged by them and, after adding their own contribution, remit the same to RPFC. The contractors state and confirm that they are fully aware of the obligation to remit the said amounts on account of Provident Fund to the RPFC within the prescribed period and they obtained a separate code number from the RPFC which is bearing S.No.                      dated    from RPFC ----

-----

6. Contractors will afford all opportunities to the officers of the corporation to verify that the Provident fund is actually deducted by the Contractors from the wages of the labourers and the same together with the Contractors contribution has been duly remitted by the contractors to the concerned PF Commissioner. The contractors also undertake to provide photocopy of the receipt issued by the concerned PF commissioner for having received the PF contribution from the contractors.
7. In the event the Location in charge of the Corporation is not satisfied about the payment of wages made and the recovery of PF etc. from the labourers employed by the Contractors, the Contractors hereby agree and authorize the Corporation to withhold the payment of their bills till the Contractors complete all the obligations in this matter
8. Notwithstanding the provisions contained in Clause 7 above, the contractors hereby undertake and authorize the corporation to recover dues payable by the contractors to the labourers employed by them as also amounts on account of PF contributions (including the Contractors contribution) as also all losses, damages, costs, charges, expenses, penalties from his bills and other dues including the Security amount.
9. The contractors hereby agree that the aforesaid indemnity undertaking are in addition to and not in substitution of terms and conditions in the Tender documents and the work order and also the agreement executed by the contractors with the corporation.
10. The contractors hereby confirm, agree and record that this letter of undertaking and indemnity shall be irrevocable and unconditional and shall ensure for the corporation benefits and for the benefit of its successors and assigns.

Yours faithfully,

Date:

Witness: (a) Full Address

(b) Full Address

**UNDERTAKING  
( TO BE ACCEPTED ON LINE)**

**We declare as under:**

- a) That the fleet offered (reference Annexure-I) under the contract to Bharat Petroleum Corporation Limited, are not under any contract with any other Oil Company or with any other location of Bharat Petroleum Corporation Ltd.
- b) That the trucks under reference are not attached with any other contractor / Distributor and have not been withdrawn without their prior consent.
- c) That the subject trucks are not involved in any litigation, attachment other than routine cases of road accident & any violation of Motor Vehicle Act.
- d) They have not been black-listed so far by any of the Oil Company.
- e) We further confirm that the details as furnished by us have been verified and found correct. We undertake to place the LPG packed trucks at the disposal of Bharat Petroleum Corporation Ltd, in case the contract is awarded to us , within 15 days, otherwise, shall be liable to be cancelled by the Corporation & maybe put to due termination of the contract. We also undertake that should there be any action against Corporation resulting into damages of whatsoever nature to Corporation on account of award of contract in our favour on the basis of the misrepresentations, we shall keep the Corporation completely indemnified against all the losses / damages, litigation court action etc.

# ORGANISATIONAL DETAILS –

# ANNEXURE - XVI

## Annexure - 1 Organisation and Tax related Details

Sr. No	Description	Vendor Response																Remarks				
1	Type of Company (Nature of Entity or Business Concern (Please tick the appropriate Value))	01 Individual								02 HUF												
		03 Association of Persons (AOP)								04 Body of Individuals (BOI)												
		05 Co-op. Society								06 Trust												
		07 Partnership Firm								08 Sole Proprietorship Firm												
		09 Public Ltd. Company								10 Private Ltd. Company												
		11 Central PSU								12 State PSU												
		13 Central Govt. Authority/Department								14 State Govt. Authority/Department												
		15 Limited Liability Partnership(LLP)								16 Foreign Vendor												
		17 Others, pl Specify:																<p>1. Pl tick wherever applicable.</p> <p>2. Pls. attach self attested and stamped copy of relevant Registration Certificate/Partnership/Trust Deed/lease deed</p> <p>3. For foreign vendors , details mentioned in Sl. no.6 is optional and Sl.no. 7 to 11 are not applicable.</p>				
2	E-mail ID																		Pls. indicate e-mail Id to be used by us for sending updates, information, etc.			
3	Mobile No.	+	9	1	-														Pls. indicate mobile No to be used by us for sending updates, information			
4	Telephone No.	STD									Landline										Pls. indicate STD code followed by Telephone No.	
5	Communication Address as per GST registration address	Building :																	Pls provide address details			
		Street:																				
		Village/City:						District/Taluka/Zilla:														
		State:						PIN:														
6	PAN Number																			Please attach self attested Copy of Pan Card		
7	Whether registered under GST	Registered								Unregistered								Composition				Pl tick wherever applicable.
8	GST Regn no. /Composition registration no.																			Please attach the self attested registration Certificate		
9	Whether unit for which GST no. is provided is located in SEZ	YES								NO								Pl tick wherever applicable.				

10	Whether having multiple registration in a state	YES		Business Division:		NO		Pl tick wherever applicable. If Yes, specify business Division
11	Whether registered under MSME	YES			NO			Pl tick wherever applicable. If Yes, please fill Annexure3

I/We confirm that information provided above is true to my knowledge & belief.

(Vendor Name)

(Vendor Code in BPCL)

(Name & Signature of Authorized signatory)

(Company Seal)

Date:

**ORGANISATIONAL DETAILS –****ANNEXURE - XVI****Annexure -2 National Electronic Fund Transfer (NEFT) Mandate Form for BPCL's purpose**

(Mandate for receiving payments through NEFT from Bharat Petroleum Corp Ltd.)

S. No	Particulars	Details									
1	Vendor Name										
2	Vendor Code										
3	<b>Particulars of Bank Account:- (Attach Self attested and stamped copy of cancelled cheque or Duly Filled latest bank certificate)</b>										
3(a)	Name of the Bank										
3(b)	Name of the Branch										
3(c)	Bank Address										
3(d)	City Name										
3(e)	NEFT IFSC Code										
3(f)	Bank Account No.										

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, We would not hold the company responsible

Date: \_\_\_\_\_

\_\_\_\_\_  
Name & Signature of Authorized  
signatory

\_\_\_\_\_  
Company  
Seal

**Bank Certificate for BPCL's purpose**

We certify that the details given above are correct as per our records.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official of bank

\_\_\_\_\_  
Official Seal of Bank



**ORGANISATIONAL DETAILS –****ANNEXURE - XVI****Annexure - 3 Micro Small &Medium Enterprises (MSME)/Udyog Aadhar Registration Details**

Sr. No	Description	Vendor Feedback	Remarks
1	MSME Registration /Udyog Aadhar Number		Please attach self attested and stamped Copy of MSME Registration/UAM certificate for verification.
2	MSME Registration /Udyog Aadhar Number		As mentioned in Registration Certificate.
3	District of Registration for MSME/UAM		As mentioned in Registration Certificate.
4	Registration Category		As mentioned in Registration Certificate.  01- Micro 02- Small 03 - Medium
5	Registered activities for MSME		As mentioned in Registration Certificate.  01 Manufacturing 02 Services
6	<b>Proprietor/Partners/Promoters details belonging to Schedule cast/Schedule tribe (SC/ST)</b>	<b>Name:</b>  <b>Name:</b>  <b>Name:</b>	Please provide details as per SC/ST certificate & attach the same wherever applicable. (Please note that in case no certificate is enclosed for SC/ST, it shall be deemed that the entity owners does not fall in the category.)

I/We confirm that information provided above is true to my knowledge & belief.

\_\_\_\_\_  
(Vendor Name)

\_\_\_\_\_  
(Vendor Code in BPCL)

\_\_\_\_\_  
(Name & Signature of Authorized signatory)

(Company Seal)

Date:\_\_\_\_\_

Annexure XVII

ASSURANCE CERTIFICATE ( TRANSPORT CREW/STAFF)

(To be given on Contractor **/Transporter Letter head**)

To,

Location In-charge

Bharat Petroleum Corp. Ltd

\_\_\_\_\_  
Sir,

This is to certify that I, Shri. \_\_\_\_\_ S/o of Shri. \_\_\_\_\_  
\_\_\_\_\_ hereby confirm that

- (i) Shri. \_\_\_\_\_ S/O \_\_\_\_\_  
(ii) Shri. \_\_\_\_\_ S/O \_\_\_\_\_

are / is known to me from last \_\_\_\_\_ yrs. / in words \_\_\_\_\_ ( years ) and he / She / they  
does not have any criminal cases pending / background against them.

That the above contract staff / transport crew has / have already applied to Police for verification of their records,  
which is pending. Further I agree that in case of any misbehavior or misconduct of my contract staff / Transport  
crew, I will be held responsible.

That this letter is part and parcel of agreement dated \_\_\_\_\_

That in case the above information is found false and untrue then it is treated as material breach of agreement  
dated \_\_\_\_\_ and BPCL has the right to terminate the agreement dated  
\_\_\_\_\_

Thanking you,

Yours faithfully

\_\_\_\_\_  
(Name & Office seal of the Contractor / Transporter/Vendor)

PRICE BID  
(For reference only)  
(Bidders have to quote the rates on line only)

**BHARAT PETROLEUM CORPORATION LIMITED**  
**LPG PACKED TENDER NO. BPCL/LPG/PKD/NR/2019/ALLAHABAD AND BABATPUR (IOC**  
**HOSPITALITY)**  
**RATE SCHEDULE**

(Schedule for transportation of Bharat Gas Cylinders from / to **BPCL LPG FILLING PLANT AT ALLAHABAD AND BABATPUR (IOC HOSPITALITY)** to distributors Mumbai Markets and vice versa and return of equal numbers of empty cylinders to the Plant)

**RATE FOR – 342 NOS. 14.2KG CYLINDERS CAPACITY TRUCK**

SLAB	UNIT	Minimum Rate	Maximum Rate	Rates to be quoted by the Tenderers ( within Minimum & maximum rates (both inclusive)	
				Rate in Fig	Rate in Words
<b>UPTO 80 RTKM</b>	Rs./Cylinder	8.34	9.22		
<b>81-200 RTKM</b>	Paise/Cylinder/RTKM	10.16	11.22		
<b>201-250 RTKM</b>	Paise/Cylinder/RTKM	10.06	11.12		
<b>250-350 RTKM</b>	Paise/Cylinder/RTKM	9.47	10.47		
<b>&gt;350 RTKM</b>	Paise/Cylinder/RTKM	9.42	10.42		
<b>Out Station</b>	Paise/Cylinder/RTKM	9.57	10.57		

**RATE FOR – 524 NOS. 14.2KG CYLINDERS CAPACITY TRUCK**

SLAB	UNIT	Minimum Rate	Maximum Rate	Rates to be quoted by the Tenderers ( within Minimum & maximum rates (both inclusive)	
				Rate in Fig	Rate in Words
<b>UPTO 80 RTKM</b>	Rs./Cylinder	7.76	8.58		
<b>81-200 RTKM</b>	Paise/Cylinder/RTKM	9.18	10.14		
<b>201-250 RTKM</b>	Paise/Cylinder/RTKM	9.08	10.04		
<b>250-350 RTKM</b>	Paise/Cylinder/RTKM	8.55	9.45		
<b>&gt;350 RTKM</b>	Paise/Cylinder/RTKM	8.51	9.41		
<b>Out Station</b>	Paise/Cylinder/RTKM	8.64	9.54		

Minimum & Maximum Rates given above are calculated considering **the diesel (HSD) prices applicable at ALLAHABAD LPG FILLING PLANT as on 16/09/2018**. Tenderers should quote their rates based on **HSD Rates applicable as on 16/09/2018 at ALLAHABAD**. Any variation thereafter will be considered appropriately for escalation / de-escalation as per tender conditions.

1. Rates shall cover all expenses including transportation, loading / unloading, Toll taxes, Mathadi charges, stacking/ destacking charges at distributors end or any other levies as applicable. The Octroi shall be reimbursed by Plant on submission of original Octroi receipts as a proof of payment. However the transporter is required to pay the Octroi at the 1<sup>st</sup> instance while delivering the load to the distributor.
2. Rates quoted must be within minimum & maximum rates (both inclusive) given above. If rates quoted by the tenderer are beyond Minimum & Maximum Rates range of the Rates, those will not be considered for award of Job and tenderer is liable to be disqualified with forfeiture of EMD as per the discretion of BPCL.
3. For transportation of filled cylinders to the destinations, 65% (Sixty five percent) of the above rate will be paid and for transportation of empty cylinders from the destinations to LPG Plants (BPC/OMC/PMC), 35% (thirty five percent) of the above rate will be paid.
4. Rates shall include transportation, loading / unloading at both end and stacking/ destacking charges at distributors end.
5. The rates payable for 5 Kg, 19 Kg, 35 Kg and 47.5 Kg cylinders shall be 0.46 times, 1.50 times, 3.60 times and 3.60 times respectively of the rate of 14.2 kg cylinders. However total freight payable shall not exceed the freight equivalent to 306 Nos. 14.2KG Cylinders.
6. The rates are subject to the minimum charges per truck load for any slab being not less than the maximum amount payable for transportation in the previous slab.
7. In case of movement of empty cylinders between Plants and to pressure testing agencies and vice versa on TWO Way basis, 50% of the quoted rates will be paid for each side movement.
8. For one way loads, 65% of the above rates would be paid.
9. Transport Rates finalized vide this tender are applicable for vehicles having Capacity in the range of 306 to 360 of 14.2 kg.cyls. for 342 capacity vehicle type and similarly Capacity in the range of 450 to 560 of 14.2 kg.cyls. for 524 capacity vehicle type. Vehicles having capacity less than **306** cylinders, if required to be inducted, will be at the sole discretion of BPCL. However rates for these vehicles having capacity less than 300 Cylinders will be same as applicable for **306** cylinder capacity Trucks

## NEW VISUAL MANIFESTATION FOR PACKED LPG TRUCKS

### Guidelines and Specifications for LPG Packed Truck Panels and Stickers

#### Panels

A panel consists of ACM sheet cladded on MS slotted section frame. The ACM sheet is to be cladded on slotted angle frame in a staggered manner using 5 mm Aluminium pop rivets. Thereafter, the Vinyl sticker with the printed design is to be pasted on the ACM sheet. Finally, the frame having ACM sheet and Vinyl sticker is clamped on the Packed Truck with specially designed clamp with locknut as shown in the drawing.

There are two side panels (one each in English and in Hindi) and 3 nos. of Emergency Information Panel (EIP) as shown in the drawing.

#### Specifications of Panels

- ACM Sheet : 3 mm thick, coated on both sides with 0.25 mm Aluminium skin.  
Make : Viva / Alucobond / Mitsubishi.
- MS Stiffener Angles : 35 mm x 35 mm x 3 mm
- MS Slotted Angles : 40 mm x 40 mm x 3 mm pre painted ONE SIDE slotted angle
- MS U clamp : M10 U clamp, 120 mm length and M10 lock nut with 1 mm thick washer.

#### Vinyl Stickers

Apart from the vinyl stickers on the five boards mentioned above, the following printed vinyl stickers have also to be provided.

- "Bharatgas" logo in English and Hindi, each of size 200 mm x 600 mm for sides of the Driver cabin.
- "Bharat Petroleum" logo for the front side of the Truck in size 160 mm x 1300 mm.
- "Goods Carrier" with Class Label for the front side of the Truck in size 310 mm x 1490 mm, with blue background.
- Class Label in size 250 mm x 250 mm.

#### Stickers for 'Bharatgas' Logo



#### Sticker for 'Bharat Petroleum' Logo



#### Sticker for 'Goods Carrier' with 'Class Label' with blue background



#### Sticker for 'Class Label'



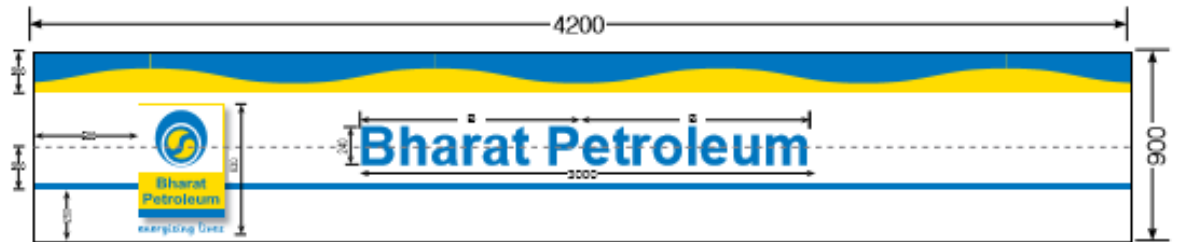
## Guidelines and Specifications for LPG Packed Truck Panels and Stickers

### Vinyl

<b>Grade</b>	: Superior grade opaque or clear self adhesive Cast vinyl manufactured specially for gasoline resistant applications to protect from gasoline vapours and mild oil/petroleum spills.	<b>Toxic Gas generation by material on combustion</b>	: No emission of HCN & HF
<b>Colour</b>	: Opaque & Transparent	<b>Printing</b>	: Screen Printing
<b>Thickness of Vinyl</b>	: Without Adhesive: 2 mils (0.05 mm) With Adhesive: 3 to 4 mils (0.08 to 0.10 mm)	<b>Inks</b>	: UV resistant polyplast inks
<b>Type of Adhesive</b>	: Pressure Sensitive	<b>Protective Overcoat for Graphics protection</b>	: The overcoat should be warranted and to be used on graphics for petroleum resistant applications which can resist occasional oil spills.
<b>Adhesive Colour</b>	: Grey Pigmented Adhesive for Opaque White Film. Clear Adhesive for Transparent Clear Film	<b>Edge Sealer</b>	: The colour of the edge sealer should be clear liquid. Edge sealer should be an Acrylic/Vinyl solution in xylene. Should have a minimum viscosity of 300 Centipoise. The sealer should resist mild acids, mild alkalis, and salts and should have excellent water resistance. Application temperature of the sealer should be between 50° to 100°F (10° to 38°C). Service temperature range of product in use -60° to +150°F (-51° to +65°C).
<b>Liner</b>	: Polyethylene Coated Layflat		
<b>Tensile Strength</b>	: Vinyl should have a good tensile strength in the range of 5.5 pounds / inch at 73°F (0.9 kg/cm at 23°C)		
<b>Adhesion (Typical) 24 hours after Application @ 30 Degree C</b>	: SS / Aluminum, anodized: 6 pounds / inch (1.1 kg/cm) Prepainted Aluminum panels: 4 pounds / inch (0.6 kg/cm)	<b>RoHS Compliance</b>	: The Vinyl should be RoHS Compliant.
<b>Chemical Resistance</b>	: Resistant to mild acids, mild alkalis, and salts. Excellent resistance to water (this does not include immersion)	<b>EU Reach Compliance</b>	: The product should not contain any SVHC >0.1% by weight.
<b>Surface Burning Characteristics</b>	: Should have ASTM E 84-95 Certification, Flame spread index – 0 and smoke developed index – 0	<b>Guarantee</b>	: 5 years

## Guidelines and Specifications for LPG Packed Truck Panels

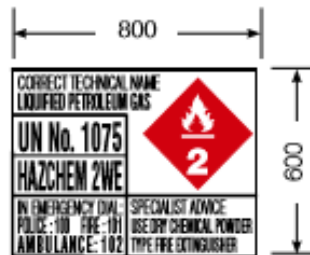
Left Side (helper side) Panels for LPG Packed Truck (306 & 450 Cylinders)



Right Side (driver side) Panels for Packed Truck (306 & 450 Cylinders)



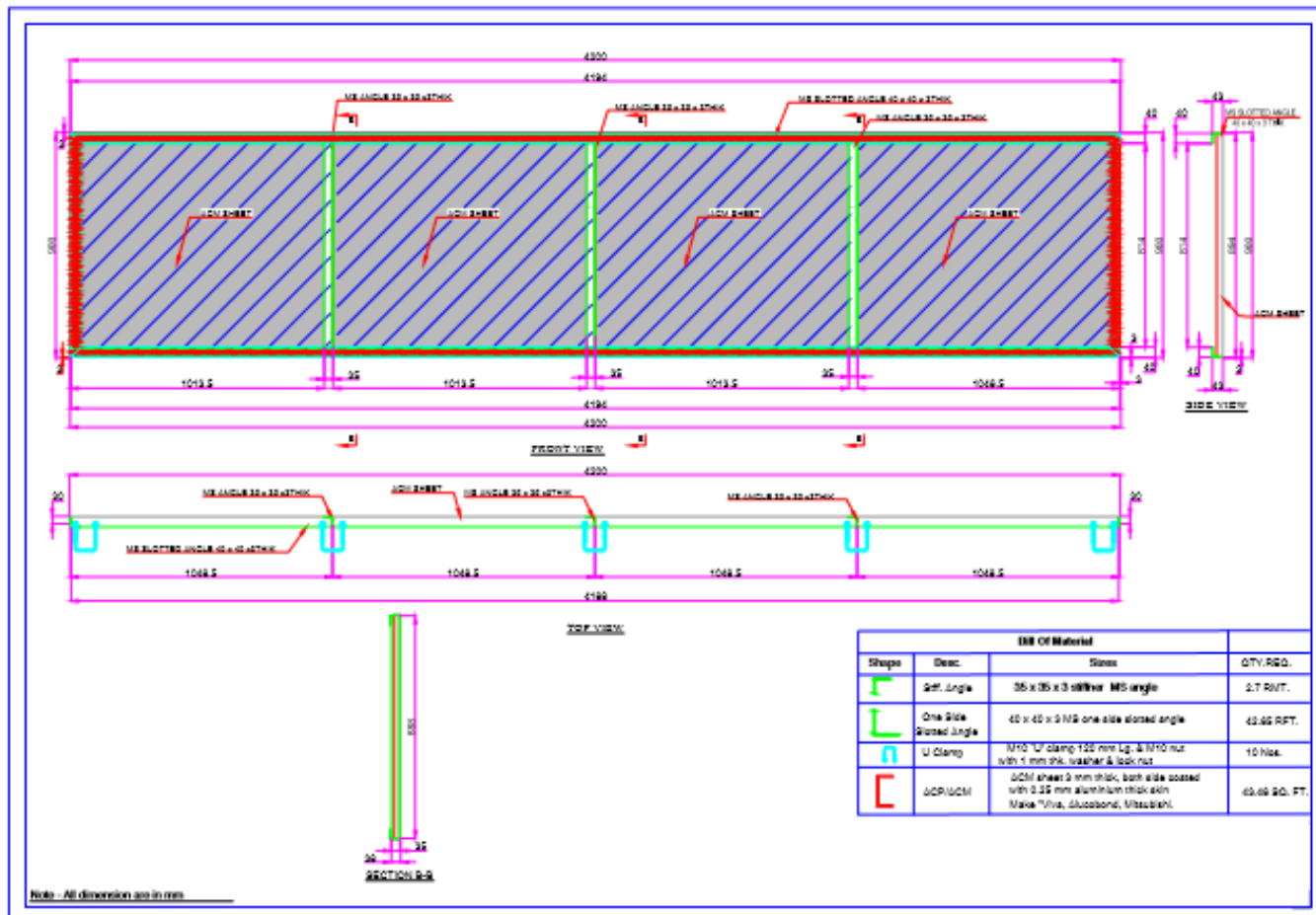
EIP Panel for  
Left, Right and Rear Sides of LPG Packed Truck



All dimensions in mm

# Guidelines and Specifications for LPG Packed Truck Panels

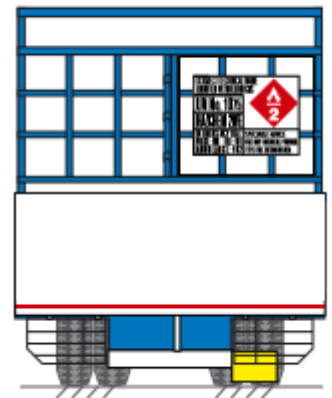
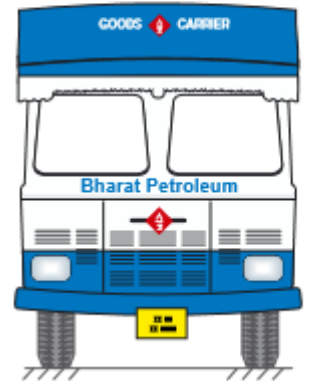
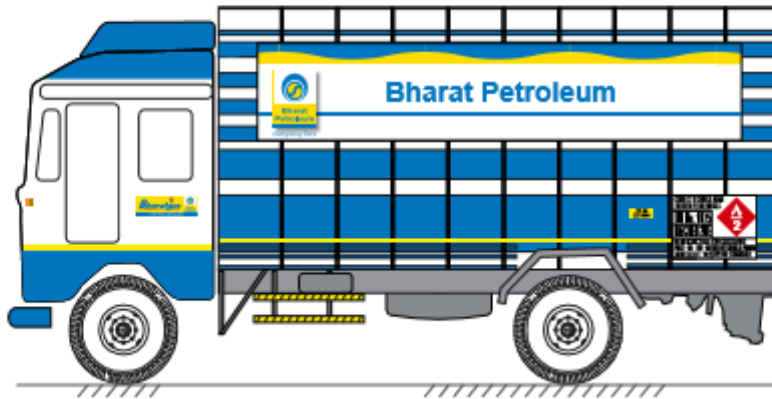
## Details of LPG Packed Truck Board Frame ( Light Version)





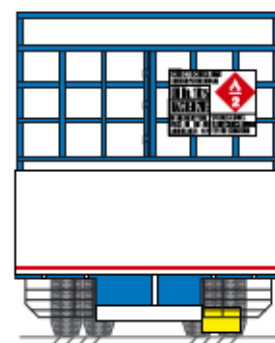
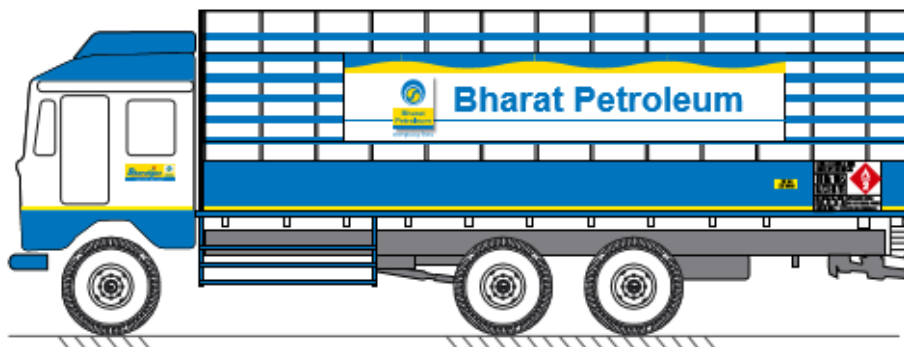
## LPG Packed Truck

306 Cylinders



## LPG Packed Truck

450 Cylinders



## **PACKED LPG CYLINDER TRANSPORT DISCIPLINE GUIDELINES**

- 1. Packed LPG Transport Discipline Guidelines** shall be part of the transport agreement.

Truck shall not be used for any product other than the designated products (Packed LPG Cylinders/ Pressure Regulators or any other stationery as per plant's advice) and will operate only for Bharat Petroleum Corporation Limited with whom the agreement has been entered into.

### **1.1 Penalties upon detection of malpractice/ irregularities**

Truck 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.

## **2. Penalties for malpractices/ irregularities**

### **2.1 Malpractices/ irregularities will cover any of the following:**

- Unauthorized deviation from specified route / unauthorized delay / unauthorized en-route stoppage / not reaching destination / over speeding
- TRUCK crew found in intoxicated state while on duty
- TRUCK crew found not wearing PPE (personnel protective equipment) like helmet, safety shoes while in Plant
- For not wearing seat belt while driving on road or driving vehicle without cleaner / helper
- For non functioning of Truck Fire Extinguisher
- Polluting environment due to product spillage from tilting or leaky vehicles on road, in case of accident / unsafe driving
- Accident involving injury or damages to the facilities at the work place
- Fatal accident at the work place
- Tampering with standard fittings of Truck including the safety fittings, Vehicle Mounted Unit or its fittings/ fixtures
- Unauthorized use of Truck for products other than the products for which it has been engaged
- Entering into contract based on forged documents/ false information
- Entering into an agreement for the same TRUCK with other oil companies
- Irregularities under W&M Act

- n. Not lodging FIR with the Police in case of accident, not informing / submitting accident report to the Oil Company about the accident
- o. Pilferage / short delivery of product
- p. Night Driving between 2300 hrs. to 0500 hrs .
- q. 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.

### 2.3 Penalties upon detection of malpractice/ irregularities

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

SR. NO.	TYPE OF MALPRACTICE/ IRREGULARITY	NUMBER OF MALPRACTICE/ IRREGULARITY			
		First	Second	Third	Fourth
2.3.1	Not wearing PPE while in Plant, not wearing seat belt while driving on road, over speeding, unauthorized stoppage en-route or driving vehicle without cleaner/ helper, short delivery of product	TRUCK shall be suspended for one day	TRUCK shall be suspended for one week	TRUCK shall be suspended for one month	TRUCK shall be blacklisted on Industry basis
2.3.2	Non functioning of Truck Fire Extinguisher, en-route switching off VMU, unauthorized delay, Truck crew found in intoxicated state while on duty	TRUCK shall be suspended for one week	TRUCK shall be suspended for one month	TRUCK shall be blacklisted on Industry basis	
2.3.3	Unauthorized deviation from the standard route, In case of accident involving injury or damages to facilities at the work place	TRUCK shall be suspended for one month	TRUCK shall be suspended for three months	TRUCK shall be blacklisted on Industry basis	
2.3.4	Polluting environment due to product spillage from tilting or	TRUCK shall be suspended	TRUCK shall be blacklisted		

	leaky vehicles on road, in case of accident/ unsafe driving	d for one month	d on Industry basis		
2.3.5	Pilferage of product, TRUCK not reaching destination, Fatal accident resulting in death at the work place, Irregularities under W&M Act, Tampering with standard fittings of TRUCK including the safety systems, VMU or its fittings/ fixtures, Unauthorized removal of VMU, Use of VMU on other vehicles, Unauthorized use of TRUCK for products other than the petroleum products, Entering into contract based on forged documents/ false information, Entering into an agreement for the same TRUCK with other oil companies, Not lodging FIR with the Police in case of accident, not informing/ submitting accident report to the Oil Company about the accident.	TRUCK shall be blacklisted on Industry basis			
2.3.6.	Night Driving between 2300 hrs to 0500 hrs.	Penalty of Rs.10,000 and suspension for one week.	Penalty of Rs.15,000 and suspension for fifteen days	Penalty of Rs.30,000 and suspension for one month.	TRUCK shall be blacklisted on Industry basis
2.3.7	Vehicle found without Helper at any point of time of operation i.e. while on road or during loading/unloading operation	Penalty of Rs.5,000 and suspension for one week.	Penalty of Rs.5,000 and suspension for fifteen days	Penalty of Rs.5,000 and suspension for one month.	

2.3.8	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			
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However, 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 TRUCK of the carrier (during the tenure of the contract), the whole contract comprising of all the TRUCKs belonging to the concerned carrier shall be terminated and the concerned carrier & their all TRUCKs shall be black listed on industry basis.

## 2.4 Period of blacklisting

**The period for blacklisting for the carrier & TRUCKs shall be two years.** However, the company reserves the right to extend the ban on the concerned carrier/ TRUCK after the period of two years is over. Depending upon the seriousness of the offence, the carrier/ TRUCK may be banned permanently.

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