



BHARAT PETROLEUM CORPORATION LIMITED
TERRITORY MANAGER (Indl), MUMBAI
4TH FLOOR, OLD ADMIN BLOCK,
BPCL REFINERY, MAHUL, MUMBAI- 400074
TEL NO: 022-2553 3431; 2552 4418. FAX NO. 022-2554 0486

**NOTICE INVITING e-TENDER FOR OUTSOURCING OF BITUMEN
DRUM FILLING & HANDLING ACTIVITY**

E-Tender no BPC/I&C/WR/03/Bitumen Packing/2015
(Published on: 01.10.2015)

Tender Name:	E-Tender for Outsourcing of Bitumen Drum Filling and Handling Activity.
Pre-Bid Meet	Eligible Bidders are invited to a pre-bid meeting for clarifications on tender condition and e-bidding process on 09.10.2015 at 02:00 pm at BPCL Mahul Refinery, Mumbai 400074, for clarification on Tender condition & e-bidding process.
e-Procurement System No.	6305
Last Date for Submission of Tender:	23.10.2015 by 2:00 pm
Tender Opening on:	23.10.2015 at 3:00 pm
Period of Contract:	5 years from the Effective Date. Effective Date shall be considered as the date from which the contractor commences the operation.
Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees One Lakh Only) in the form of a DD
Tender Fee	Rs 1140/- (inclusive of Service Tax) in the form of a DD
Contact Person	Territory Manager (Indl), Mumbai Phone No. 022-25545276 Email id: saraogia@bharatpetroleum.in



BHARAT PETROLEUM CORPORATION LTD.

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NOTICE INVITING e-TENDER FOR OUTSOURCING OF BITUMEN DRUM FILLING & HANDLING ACTIVITY

(Published on: 01.10.2015)

E-bids are invited from eligible bidders for Outsourcing of Bitumen Drum Filling & Handling Activity.

Work:

Contractor shall build, own a bitumen drum filling and handling Plant (conforming to the requirements set out in these tender documents) and operate the same. Alternatively, the contractor must already own a bitumen drum filling and handling plant (conforming to the requirements set out in this tender documents) and operate the same. The estimated annual bitumen filling and handling quantity is given in the tender.

1. Eligible bidders are invited to submit their offer in a two-part bid for subject tender.
2. Please visit our website <https://bpclproc.in> for participating and submitting your bid online. For viewing / downloading the tender document (non transferable), please visit our website <http://www.bharatpetroleum.in/tender/tender.asp>.
3. Tender Document fee of Rs 1140.00 (inclusive of Service tax) is payable.
4. EMD shall be refunded after placement of work order and its acceptance by successful bidder. Bidders will have to provide Bank Details of their Banker as per our format. EMD shall be refunded to unsuccessful bidders.
5. Non- Submission of EMD/Tender Document before the closing date & time of e-tender shall entail disqualification unless exempted for the parties as per tender condition.
6. The DD/Pay Order for EMD/Tender Document Fee should be in favour of Bharat Petroleum Corporation Ltd. payable at Mumbai, drawn on any of the Scheduled/ Nationalized Bank.
7. As per order issued by “ Ministry of Micro, Small and Medium Enterprises” on 23.03.2012 on “Public Procurement Policy for Micro, Small and Medium Enterprises (MSEs) order 2012”, those who have registered with Director of Industries Centers or

Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from paying tender fees and Earnest Money Deposit. Such bidders must produce a Notarized copy of MSE registration issued by any one of the authorities mentioned above, if they wish to avail exemption. EM (Part II) certificate, issued by DIC or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises is required for availing exemption from tender fees and EMD.

8. Bidder is advised to refrain from submitting any false, forged documents, the penalty for which shall be termination and EMD /SD submitted shall be forfeited
9. Bidder is also advised to go through the tender documents carefully and understand the terms and conditions completely before quoting.
10. The estimated quantity of works is only indicative. BPCL does not commit any minimum guaranteed quantity.
11. The Bid consists of the following documents to be submitted **ONLY on-line**.
 - a. Credential / Technical Bid (Un-priced)
 - b. Price Bid
12. The online tender shall have to be submitted through the e-procurement system on <https://bpclproc.in>.
13. It is mandatory for the tenderers to submit the documents in physical form (off-line documents) as per clause 20 B , at the following address:

Territory Manager (I&C), Mumbai,
Bharat Petroleum Corporation Ltd,
4TH FLOOR, OLD ADMN BLOCK,
BPCL REFINERY, MAHUL, MUMBAI 400074.
14. Bids are to be submitted online only at <https://bpclproc.in>. The bids received in any other form shall not be accepted.(documents other than as mentioned in clause 13 above)
15. The sealed envelope (with Tender No super-scribed) containing the EMD, Tender Fee, EM II certificate (if, applicable) and land documents should reach at above office before the due date and time of the tender.
16. The submission of online bid as well as submission of above physical documents shall be up to **02:00 pm** on **23.10.2015**.
17. Bids submitted after the due date and time of closing of tender (i.e. after 02:00 pm on 23.10.2015) and / or not submitted in the prescribed format shall be rejected. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity

problem or non-availability of site and/or other documents to be submitted in physical form due to postal delay etc. No claims on this account shall be entertained.

18. The schedule of Price Bid opening will be advised separately to the bidders who qualify in the credential / technical bid.
19. The tender document with detailed terms and conditions is also available on our website <http://www.bharatpetroleum.in/tender/tender.asp> but the submission of tender is allowed only through the e-procurement system on <https://bpacleproc.in>.
20. As a **pre-requisite for participation in the tender**, bidders are required to obtain a valid **Digital Signature Certificate (signing & encryption) of Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operation under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). **The cost of obtaining such Digital Signature Certificate shall be borne by the Bidder.** In case any bidder so desires, he/she may contact our e-procurement service provider **M/s. E-Procurement Technologies Ltd (ETL)**, at their contact no. in **AHMEDABAD: 079-40016868** or Mr. Nigam Mhatre, Mobile no : 9768298601 for obtaining Digital Signature Certificate.

21. SUBMISSION OF E-TENDER DOCUMENTS:

Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

- i. Bidders are advised to log on to the website <https://bpacleproc.in> and arrange to register themselves at the earliest.
- ii. The system time (IST) that will be displayed on e-procurement (e-bid) web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- iii. Bidders are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the bidder intends to change /revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- iv. Bidders submitting / uploading the on-line tender documents thru' digitally signed certificates shall be construed as their complete agreement with the terms & conditions and that they have fully understood the tender documents.
- v. Bids / Offers shall not be permitted in e-procurement (e-bid) system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- vi. Bidders **shall submit Credential / Technical Bid (un-priced) and price bids only through e-bidding and no physical documents with respect to these bids should be submitted.** (other than as mentioned in clause 13 above) In case Bidder submits such physical documents, the same shall not be considered.

In case of any clarification pertaining to e-procurement (e-bidding) process, the bidder may contact our e-procurement service provider **M/s. M/s. E-Procurement Technologies Ltd (ETL)**, at their contact no. in **AHMEDABAD: 079-40016868** or **Mr Nigam Mhatre, Mob no. 9768298601**

Pre-bid Meeting: Pre-Bid meeting will be held on **09.10.2015** in the office of TM (Indl), Mumbai , Bharat Petroleum Corporation Ltd., 4TH Floor, Old Admin Block, BPCL Refinery, Mahul, Mumbai- 400074 or any other venue as advised through corrigendum, at 2.00 PM and bidders may please participate. Bidders are encouraged to seek all clarifications that they may require as regards the tender conditions /requirements. The bidder must inform a day in prior his details to Mr. Glen Francis, Contact Number: 022 – 25533431, Email id: francisgwr@bharatpetroleum.in for arrangement of Entry passes.

22. For clarifications, if any, with respect to the tender, please feel free to contact the following on any working day between 10:00 am to 4:00 pm:

Mr Glenn Francis, Sr.Mgr Mktg Services (Indl)
Contact Number: 022 - 25533431
Email id: francisgwr@bharatpetroleum.in

23. Please note that Corrigendum / Addendum to this tender, if any, shall be published only on our websites <http://www.bharatpetroleum.in/tender/tender.asp> and <https://bpclproc.in>.

24. BPCL reserves the right to withdraw or cancel this tender in full or in part at its sole discretion and without assigning any reason whatsoever at any time during the tender process.

Thanking you,

Yours faithfully,
For BHARAT PETROLEUM CORPN. LTD.,

TERRITORY MANAGER (Indl), MUMBAI



TENDER NO. CRFQ No. 1000241696

E-Tender for OUTSOURCING OF BITUMEN DRUM FILLING & HANDLING ACTIVITY

1.0 COMPANY INTRODUCTION

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

2.0 TENDER NO. BPC/I&C/WR/03/Bitumen Packing/2015. CRFQ No.1000241696

BHARAT PETROLEUM CORPORATION LIMITED (BPCL) a Public Sector Enterprise, invites Bids through e-tender under Two-Bid System **for OUTSOURCING OF BITUMEN DRUM FILLING & HANDLING ACTIVITY** for a period of **5 years** from the **Effective Date**. Effective Date shall be considered as the date from which the contractor commences the operation.

2.1 TENDER DOCUMENTS:

1. As a pre-requisite for participation in the tender, bidders are required to obtain a valid **Digital Signature Certificate (signing & encryption) of Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operation under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). **The cost of obtaining such Digital Certificate shall be borne by the bidder.** In case any bidder so desires, he/she may contact our e-procurement service provider **M/s. E-Procurement Technologies Ltd (ETL)**, at their contact no. in **AHMEDABAD: 079-40016868, Mr. Nigam Mhatre, Mobile no. 9768298601** for obtaining Digital Signature.
2. The bidders having valid Digital Signature Certificate and Login ID can download the tender from the website (<https://bpacleproc.in>). **The downloaded documents once read carefully have to be uploaded by the bidder under their Login ID duly certified with Digital Signature Certificate, in token of acceptance of all tender terms and conditions there-in.**
3. The tender documents can also be downloaded from BPCL website, <http://bharatpetroleum.com/tender/tender.asp>. The submission of tender is allowed only through the e-procurement system on <https://bpacleproc.in>.
4. Bidder shall pay **Rs. 1,140.00 (Rupees One Thousand One Hundred Forty only)** as Tender Fee by Demand Draft (Non-refundable) drawn on any Nationalised/Scheduled Bank payable at MUMBAI in favour of M/s BHARAT PETROLEUM CORPORATION LTD. This should be submitted in a separate envelope in physical form, along with

EMD, EM II certificate(if, applicable) should reach at above office before due date and time of tender.

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

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

2.2 INSTRUCTIONS TO BIDDERS :

DEFINITIONS

The following words and phrases used in these Instructions to Bidders and in other documents associated with this tender ENQUIRY have the respective meanings hereby assigned to them in order to more clearly illustrate the intent, unless the context otherwise requires.

1. “Company” shall mean BHARAT PETROLEUM CORPORATION LIMITED (BPCL) and includes its personnel representatives, successors and permitted assigns.
2. “Bidder” shall mean any person, partnership, company or corporation who submit bid documents as required under this TENDER ENQUIRY within the specified Bid Due Date & time.
3. “Contractor” means the successful bidder who shall execute the WORK under a contract between BPCL and CONTRACTOR.
4. It is understood that the word CONTRACTOR which appears in some of the Tender Enquiry documents shall during the entire period of this bid, be taken as referring to each of the BIDDERS, however out of these BIDDERS, the successful bidder who, when the contract resulting here from is made by and between the successful BIDDER and BPCL shall be termed as ‘CONTRACTOR’.
5. “Works” means the “OUTSOURCING OF BITUMEN DRUM FILLING ACTIVITY” defined and covered under this TENDER ENQUIRY and to be executed by CONTRACTOR.
6. “TENDER ENQUIRY” means any and all documents complied herewith, including all appendices, annexure, drawings etc complete and successive supplements thereto, if any, and all minutes of meeting duly signed and issued by BPCL as pertaining to and forming part of this enquiry.
7. “Proposal” means any bidder’s official and decisive statement in the form of proposal. Quotation and offer which is submitted to BPCL with all information required, as per the TENDER ENQUIRY, and which is in response to this TENDER ENQUIRY.
8. “Plant” shall mean Bitumen filling and handling facility which shall be put up by the contractor.

9. "Agreement" shall mean the agreement signed between BPCL and Contractor upon completion of the Plant in all respects for commencement of the bitumen drum filling and handling activity.

3.0 GENERAL INSTRUCTIONS

The Bidders are requested to

1. Study carefully all the TENDER ENQUIRY documents enclosed herewith, including subsequent supplements, if any.
2. Offer the best prices and / or the best unit rates in accordance therewith.
3. Provide in their proposal all such data and information as required, and any other information which the BIDDER may consider useful or necessary for evaluation by BPCL.
4. If any BIDDER becomes cognizant of any crucial inconsistency or contradiction or ambiguity or unclearness or error or mistake which may impede the proper work by BIDDER with regard to the PROPOSAL, all such shall be notified to BPCL in writing for the clarification interpretation or correction by BPCL, not later than 10 days before the bid closing date.
5. Offers may be submitted by:
 - i. Proprietorship firms / Individuals who are Indian citizens, who have attained the age of majority; or
 - ii. partnership firm consisting of Indian citizens; or
 - iii. Co-operative society of which all the members are Indian citizens; or
 - iv. Company duly registered under the **Companies Act , 1956** provided they comply with the conditions contained hereinafter.
6. Firms having Partners /Directors / Proprietor who has been convicted in criminal cases or blacklisted or Action for
 - i. Termination of Contract
 - ii. Withdrawal of LOI / Work Order have been taken for malpractices while undertaking any job, by any of the PSU Oil Companies are not eligible to submit their offers.
7. Tenderer should submit a declaration to the effect that they are not currently serving any Holiday listing order issued by BPCL or MOPNG debarring them from carrying on business dealing with the BPCL/MOPNNG or serving a banning by another Oil PSE. Tender not accompanied with a declaration shall be liable for rejection criteria. Any wrong declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

4.0 EARNEST MONEY DEPOSIT (EMD)

1. The bidder shall pay Earnest Money Deposit (EMD) of Rs. 1.0 Lakh (Rupees One Lakh only) in the form of crossed Demand Draft / Pay Order in favors of Bharat Petroleum Corporation Limited, Mumbai. EMD shall be submitted in separate sealed envelope along with Tender fees, EM II certificate (as applicable) should reach at above office address on or before the closing date and time of e-tender.

EMD will be forfeited if the bidder –

1. Modifies / withdraws the offer during the validity period of 180 days from the due date or extended due date of the tender.
2. Does not acknowledge the acceptance of LOI.
3. Does not furnish the Security Deposit of required amount in stipulated time frame of 15 days from LOI.
4. After acceptance of order by successful bidder, BPCL shall return the EMD to all unsuccessful bidders on production of the receipt. EMD shall be returned to the successful bidder after he submits the security deposit to BPCL.
5. No interest shall be paid on Earnest Money Deposit & security deposit.

5.0 **BRIEF DESCRIPTION OF SCOPE OF WORK**

Bidders must specifically note that this is only a brief description of scope of work for general understanding. However, contractor has to carry out entire activity from taking Bitumen from Refinery by his own / attached lorry, Unloading / storage of bulk bitumen, packing of bitumen in drums, storing of both empty and filled drums in his premises and making invoice for sales / stock transfer etc.

BITUMEN PACKING & HANDLING FACILITY.

The successful bidder (contractor) will:-

1. Load (uplift) bulk bitumen from BPCL Mahul Refinery in tank lorries owned/attached by the contractor (which are designed to carry bitumen safely) and transport it to the bitumen filling location of the Contractor. The Tank Lorries should comply at all times with valid permits, rules and regulations of RTO, Statutory and Government authorities.
2. Receive and unload the bitumen properly at the filling location in bitumen storage tanks and fill the drums with bitumen from storage tank. The contractor should have minimum 50 MT capacity tank(s) to store **each of the** three different grades of Bitumen.
3. There are 3 grades of **Bitumen i.e.** VG 10, VG 30 and VG 10 NIL Duty. The minimum gross tankage for each grade should be 50 MTs respectively.
4. Empty Drums shall be supplied by BPCL's approved agency to the contractor's filling location.
5. Provide drum filling facility for three grades of Bitumen; which are presently VG10 grade, VG 30 grade and VG 10 NILDTY grade or equivalent viscosity grade. The capacity of drum filling machine should be adequate to cover the peak daily requirement. The drum filling machine as well as weigh bridge/scales should be stamped by the Department of Legal Metrology. The contractor must carry out a filling of 2800 MT to 5250 MT per month or the agreed quantity. In case of higher requirement of packed drums, BPCL will give notice 7 days in advance and the contractor must comply with the same WITHOUT ANY ADDITIONAL COST.
6. Fill hot bitumen of stipulated weight (presently 161.8 Kg net), in ready (tested) drums supplied by BPCL. Quantity shall be within the allowable limits as per specified standards of the Weights & Measure Act 1976 read with packed Commodities rules 1977 (As amended from time to time). The size of drum and quantity filled may vary in future depending on market requirement.

7. Cap the drums and seal them properly so that no leakages from lid occur during transportation. **Stencilling with paint on drums to be done for Border Road Organization/ Bhutan/Nepal/and any other customers if required from time to time at no additional cost AS PER BPCL DIRECTION.**
8. Stack the filled drums as per instruction of BPCL. All the drums shall be protected from corrosion and ingress of water and any foreign material in products. It is expected that filled drums will be stacked grade wise on FIFO (First in First out) format. The drums should be stored on a firm surface .
9. Load cooled drums only in customer's lorries as per the orders released by BPCL. Invoicing shall be done by bidder on behalf of BPCL.
10. Prepare bills /invoices in the SAP system of BPCL for supplies to various customers or stock transfer to BPCL upcountry depots. Under no circumstances , deliveries can be made to any customer/depot without proper document issued from our official SAP software.
11. Do daily reconciliation of number of drums filled, quantity dispatched and quantity of bitumen received, quantity of bitumen at your storage location and in transit between refinery and filling location and inform BPCL on daily basis. Similar stock accounting needs to be done in case of empty barrels receipt/storage and issued for filling.
12. It may be noted that the arrangement to supply empty bitumen drums and lids shall be made by BPCL. Each drum should be visually checked for any leakage. 10% of the drums of each Lorry should be pressure tested at 0.4Kgf/sq.cm for checking any leakage in the drums. Bitumen drums should be neatly stacked after checks for any defects or shortages in the drums or lids received from suppliers and recording the same on the transporters challan and obtain endorsement of the driver/transporters representative. A record of such shortages or defects should be maintained in a register as per format given by BPCL. Such shortages or defects should be immediately brought to the attention of BPCL.
13. Contractor will carry out frequent inventory checks after receipt of products and deliveries to customers/depots to ensure that physical stocks are in line with the book stocks as per SAP system. Monthly stock checks shall be carried out on the first day of every month before accepting receipts and commencing deliveries. If any shortages are observed, the same shall be recovered from the monthly bills at the prevailing selling price.
14. Provide adequate and safe Parking area in and around plant for each Bulk Bitumen Tank lorry.
15. Load drums through Fork lifts only. However additionally any manual labour requirement for stacking/ de-stacking has to be provided by the party at his own cost.
16. Provide a plant having heating facility for unloading bulk bitumen from tank lorries.
17. Bidders shall indicate how they will equip themselves for safe handling/filling of hot bitumen and furnish the process details for drum filling / transportation of drums within

the plant area, the details of the proposed infrastructure and equipments also to be given. Details of the same to be submitted in the technical bid.

18. Contractor shall carry out all necessary liaisoning works with statutory authorities like Sales Tax, Labour Commissioner, Weights & Measures , Excise dept etc.
19. The contractor shall arrange to take “Export Warehousing” registration from Central Excise Department for their drum filling plant and arrange for timely submission of returns as per norms to the Department..
20. Contractor shall also submit necessary MIS to BPCL on sales / stock for effective control of operations of the Plant.
21. Promptly and immediately report to BPCL all accidents, incidents, theft, pilferage, fire etc.
22. **No storage loss or transportation loss is permitted.** Loss if any will be recovered from the contractor at the prevailing market list price inclusive of duties and taxes of packed bitumen at Mumbai.

6.0 **PRE-QUALIFICATION CRITERIA (PQC)**

Only those bidders who fulfil the conditions mentioned below shall be considered for further evaluation. The price bid of only technically qualified bidders shall be considered for Commercial Price Bid Opening.

Bidders shall submit documentary proof in respect of the following conditions as mentioned below. **All such documents shall be submitted in the Technical bids online, except for the documents mentioned in clause 13 on page 3 above. Non-submission of such documents may be liable for rejection of the bid.**

I. Land

The bidder shall have actual physical possession of a piece of vacant land of minimum 0.75 Acres , suitable for putting up a Plant for storage of bulk bitumen, filling in drums , stacking and loading packed bitumen, at the time of bidding. The land shall be well connected by all-weather road with utilities like Power, water etc. The land could be owned or leased or rented in the bidder's name. The right to possession of land (if leased) must be valid for at least Six (6) years from date of opening of tender. At the time of submission of Bid, the appropriate sanctions must be available for using the land for Commercial or Industrial purpose and fit for the purposes stated in this tender document.

All the land related documents and the physical land shall be inspected at the Technical evaluation stage by a team of BPCL officers and the decision of BPCL shall – with regard to the ownership/lease/permission for the land – be binding and final.

Bidder shall submit following documentary proof / NOTARIZED documents along with technical bid:

- a) Name of the owner(s) of the site.
- b) Key plan showing details of the Property, situation of the site, along with all statutory documents. The road map showing existing / proposed plant from BPCL, Mahul Refinery, indicating the distance as well.
- c) Area offered along with dimensions of the site. Existing / proposed lay out plan of the Plant and facilities along with other infrastructure/Bar chart for commissioning (for proposed plant).
- d) Title Deed / Sale Deed /Lease Deed etc. showing the ownership of the land duly certified as true copy.
- e) Power of Attorney holders should submit a copy of Power of Attorney duly registered in their respective states.
- f) Photographs of the site, and other required facilities. Each photograph should be signed by the bidder besides giving address and putting rubber stamp of the bidder.
- g) The owner of the site should have taken all the statutory clearances and shall keep BPCL indemnified against any claims raised by any authority.
- i) Only the site offered in the tender form will be considered for technical evaluation. No site other than one mentioned in the tender form shall be considered under any circumstances.

This land should be within a maximum distance of 75 KM from BPCL Refinery at Mahul, Mumbai 400074 and well connected by roads including approach roads in all seasons.

The land / plant with the filling facilities should be outside Octroi limit of Mumbai and other Municipal Corporations/Entry Tax limits etc. The documentary proof submitted against criteria above, shall be used for determining the same.

II. Financial Turnover

The average Annual financial turnover of the Bidder during the last 3 years ending 31st March 2015 shall be at least Rs. 95.84 Lakhs per year. Bidder shall submit Audited balance sheets and profit and loss account / Certification from Chartered Accountant for last three financial years.

III. Solvency

Bidder shall submit Solvency certificate from a scheduled bank for minimum value of Rs. 4 (four) Crores issued after date of issue of tender.

IV. Experience

The bidder should have experience in the last 3 years of handling bituminous product and/or owning or operating a drum filling facility for bitumen. It may be noted that

“transportation” of petroleum products including Bitumen shall not be construed as term “handling”. Copy of Invoice or Purchase Order or Certificate must be attached as proof.

V. Transportation of Bulk bitumen

The bidder shall offer minimum 5 (Five) nos. of Tank Lorries with minimum capacity of 15 MT each, which could be owned or attached. Even if Tank Lorries of higher capacity above 15 MT are offered the minimum number of Tank Lorries required will remain as 5 (five) to ensure turnaround of Tank Lorries and availability of stocks at the Bitumen packing plant. An undertaking as per **Annexure VII** and details of the Lorries are to be provided as per **Attachment VI**. The Tank Lorries should not exceed 7 years from the effective date of tender. Further during the pendency of the contract the age of any vehicle offer for loading shall not exceed 7 years.

Bids not fulfilling the above ABOVE Qualification Criteria will be rejected.

7.0 COMPLETION PERIOD

The successful Contractor shall be issued a Letter of Intent which has to be duly acknowledged within 15 days from the date of LOI. Depending upon the category of the offer of the successful bidder, the activity as well the respective date of completion from date of issuance of LOI shall be as shown in the table here under :

SL	Activity	Category of Bidder	
		Existing Plant	Land available on owned or registered leased basis - Plant to be put up
1	Completion and Commissioning of Plant in all respects	Not applicable	4 months from the date of LOI
2	Commencement of supplies	Within 30 days from the date of issuance of LOI.	4 months from the date of LOI

7.0 PERIOD OF CONTRACT

The duration of the contract shall be 5 (Five) years from the effective date . Effective date shall be considered as the date from which the contractor commences the operations.

8.0 SIGNING OF AGREEMENT

The LOI Holder will need to execute the “Bitumen Packed Drum filling Agreement” as per **Annexure 1** as per the following schedule

- a) **For existing plant** - within 15 days of issuance of LOI.
- b) **For Plant to be put up on Land available on owned or registered leased basis –**
On completion of Plant in all respects (as certified by inspecting team from BPCL) and within 120 days of issuance of LOI

Further, Agreement would, however, be subject to the right of BPCL to terminate it prematurely as per clause 39 given below.

9.0 JURISDICTION

The Contract shall be deemed to have made in Mumbai and shall be construed according to the laws of India and the performance by the Corporation of any part herein contained shall be considered due in Mumbai for the purpose of jurisdiction.

10.0 SIGNING OF INTEGRITY PACT:

1. The tender document must accompany with the Integrity Pact (IP) duly signed by the Bidder as per **Annexure 2**.
 - a) The Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents duly signed by the same signatory who is authorized to sign the bid documents. All the page 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 Liquidated Damages amount by forfeiting the EMD/Bid Security as per provisions of the Integrity Pact.
 - c) If the contract has been terminated accordingly to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract accordingly to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the Integrity Pact.
 - d) Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor. The name/address/contact numbers of Independent External Monitor (IEM) appointed to oversee implementation is given below :

Shri Shantanu Consul

No.9 MCHS (IAS Officers Colony),

16th Main, 5th cross,

BTM 2nd stage,

Bangalore – 560 076

Email id – shantanuconsul@gmail.com

Mobile – 09740069318

11.0 PAYMENT OF SECURITY DEPOSIT

Successful bidder shall furnish a Security Deposit for this contract in the form of Bank Guarantee in favour of Bharat Petroleum Corporation Limited, Mumbai for Rs. 4 Crores (Rupees Four Crores only) from any Nationalised/Scheduled bank. The same to be issued in the denominations of Rs. 1 Crore maximum, valid for the period of 66 months from effective date, within 15 days from the date of issuance of LOI, for due fulfilment of

terms of the tender / agreement. Performa of the Bank Guarantee is enclosed to this tender as **Annexure 3**.

In the event of the business being split amongst two bidders in the ratio 60:40, as mentioned in para 13 below, security deposit shall be furnished by each bidder instead of Rs 4 Crores as mentioned below:

Successful Bidder with 60% share – 2.4 Cr
Successful Bidder with 40% share – 1.6 Cr

In the event of the business being split amongst multiple bidders the security deposit shall be furnished by each bidder in proportion to the business.

BPCL reserves the absolute right to make the changes in security deposits as per the business needs.

Upon successful bidder's failure to submit the Security Deposit within 15 days from the date of LOI, BPCL shall have right to forfeit the EMD and cancel the award of contract without giving any further notices or reasons.

Please note that no interest shall be payable on the security deposit.

12.0 INVOCATION OF SECURITY DEPOSIT

BPCL shall be at liberty to invoke the Bank Guarantee of the aforesaid security deposit or forfeit security deposit partly or fully in the following cases:

- a) for any amount recoverable from the contractor for product or drum shortage or any other amount due or payable by the contractor
- b) for non fulfilment of packing commitment as stipulated under main clause no. 24 below.
- c) Delayed commissioning of the plant beyond the stipulated time lines mentioned in the tender document.
- d) Refuses to sign the agreement after the award of the contract by the Corporation.

13.0 RANKING OF BIDDERS:

Ranking of Bidders i.e L1, L2 etc will be done on the **LOWEST** total cash outflow for the entire contract period. If required, the negotiations/counter offer exercise will be carried out only with L1 bidder and the revised rates accepted by them during the negotiations/counter offers, will be finalized as L1 rate. BPCL reserves the right to split the total order quantity to one or two bidders. In such a case, the order will be split in the ratio of **60:40** subject to L2 matching the finalized L1 rate. In case L2 refuses to match the finalized rate, the offer then will be given other parties in their order of rankings. In case no bidder is willing to match the L1 rate, then BPCL reserves the right to award 100% of the business to the L1 bidder. In the event of only one bidder being technically qualified, then price bid of only that bidder will be opened, and BPCL reserves the right to award 100% of the business to this Bidder. In case of more than 1 L1 bidder, the order will be split proportionately. In case of shortfall in drum filling by any of the party (L1 or L2) during the period of the contract, this shortfall in quantity will be made good by the other party with no additional cost. However the party who is not filling to the

required committed/agreed quantity, liquidated damage will be levied as per clause 25 below.

Selection of vendor will also be based as described below :

In line with "Public Procurement policy for Micro and Small Enterprises (MSEs) order 2012", 20 % of the total quantity shall be earmarked for procurement from MSEs, with a sub target of 20% (i.e. 4 % out of 20 %) shall be further earmarked for procurement from MSEs owned by Scheduled Caste or the Scheduled Tribe Entrepreneurs. Provided that, in the event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L-1 price, 4 % sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Schedule Tribe entrepreneurs shall be met from other Micro and Small Enterprises.

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

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

14.0 **NEGOTIATIONS:**

The Corporation reserves the right to:

1. Negotiate with L1 Bidders (lowest quote).
2. The Corporation reserves the right to negotiate with bidder (s) as per the ranking mentioned in the ranking of bidders para 11 above. Negotiation would be carried out first with the L2 Bidder to match the L1 rates, and then with the L3 bidder. If the L2 or L3 bidder is not willing to match the L1 rates, then negotiations would be held with the L4 bidder to match the L1 rates and so on. Based on the final negotiations, thus carried out, the job will be awarded as mentioned in para 13 above.
3. No bidder shall be allowed to counter offer rates lower than the finalized L1 rate.
4. Any offer received from the bidder without being asked by the Corporation shall be treated as unsolicited offer from bidder and same shall be rejected summarily. Similarly, any offer received after due date and time stipulated by Corporation, shall not be considered.

15.0 **VALIDITY**

1. All the PROPOSALS shall be valid and remain effective for a period of One Eighty Days (180) from the 180 days from the due date or extended due date of the tender.

No bidder will be allowed either to withdraw or to revise his offer after the last date of receipt of tender. Any offer containing variations from our terms and conditions and or

counter conditions may not be accepted or may get loaded. Bidders are advised in their own interest to quote strictly as per terms and conditions stipulated by the Corporation and not to add conditions of their own or to modify the terms and conditions stipulated in the tender.

Acceptance of offer shall be valid only when advised by the Corporation in writing to the concerned.

ACCEPTANCE AND REJECTION OF PROPOSALS

BPCL reserves the right to:

- a) **Accept the Proposal other than the lowest and/or award the contract to more than one party and split the work**
- b) **Reject any or / all Proposals.**

The Bidders shall understand and accept that even in the event of rejection of all the Proposals by BPCL, it shall not cause BPCL to be liable for any compensation whatsoever to the Bidders.

The successful bidder after getting BPCL's LOI shall give his acceptance within a period of 15 days (maximum) failing which BPCL reserves the right to forfeit the EMD.

16.0 **OPENING OF BIDS AND COMMUNICATIONS**

Technical bids shall be opened in the system on the bid due date at 3.00 PM in our office located at BPCL, Chembur Refinery, Mahul, Mumbai – 400074. One representative each from every bidder can attend the opening of bids. The name of the bidder's representative shall be intimated in advance to BPCL's Mr. Glenn Francis, Sr. Manager Marketing Services (Indl), Mumbai (Tele-022-25533431) so that entry passes for the representative can be arranged. **Price Bids of only bidders who are technically qualified shall be opened.** Date and time of opening the Price bids shall be intimated to the technically acceptable bidders.

17.0 **PREPARATION OF PROPOSAL**

1. Bidders shall prepare the proposal in strict accordance with the requirements set forth in TENDER ENQUIRY.
2. Bidders shall prepare and physically submit/ upload the bid in the following manner:
 - (a) The first part consists of Techno-Credential Bid (physical documents required as per tender conditions and defined in Table B of clause 20) to be inserted in envelope 'A' consists of Tender Fee, EMD and/or MSE Registration as applicable and sealed as per tender terms and conditions.
 - (b) The second part consists of Land documents. The same has to be enclosed and sealed in the envelope 'B'. If Tender Fee/EMD instrument is not submitted with the Credential Bid for Non-MSE bidders, the offer will be rejected. MSE bidders are advised to submit their registration certificate in Envelope 'A' for gaining exemption from tender fee and EMD.

- (c) The above envelopes 'A' containing Techno-Credential Bid (Tender fee/EMD/and or self attested EM II registration certificate) and the envelope 'B' containing the Land documents, should be sealed and inserted into the envelope 'C'. The envelope 'C' to be sealed and should be dropped in tender box kept at the office of Territory Manager (I&C), Mumbai at the address given below on or before the due date and time:

Territory Manager (Indl), I&C Territory,
Bharat Petroleum Corporation Limited,
4th Floor, Old Admin Block, North Block,
Mahul Refinery, Chembur, Mumbai – 400074

All the envelopes shall be marked clearly with title of the tender, tender number, due date and stamp of bidder's organization.

Bidder or his representative should personally deposit the envelope "C" described as above well before the closing date and time in our tender box earmarked for this purpose. If the tender is submitted by post, the same envelope C may be sent by person or through fastest means such as courier/speed post with sufficient caution to be received within specified time. Envelope C received late or in open condition or without tender fees/ EMD not meeting the tender conditions /Incomplete in any respect are liable to be summarily rejected.

3. "Original" documents as stated in table B of clause 20, shall be submitted for physical verification at the time of issuance of LOI by the successful bidder/bidders.
4. Relatives of officer/s responsible for award and execution of this contract in BPCL are not permitted to quote against this tender. The bidder shall be obliged to report the name/s of person/s who are relatives of any officers of the BPCL & any of its subsidiary Companies such as NRL, BORL etc., IOC or HPC or IBP or any officer in the State or Central Government, and who are working with the bidder in their employment or are subsequently employed by them. Any violation of this condition even if detected subsequent to the award of contract, would amount to breach of contract on bidders part entitling BPCL to all rights and remedies available thereof including termination of contract.

18.0 AUTHORISED SIGNATORY

The bid shall be signed by legally authorized representative of the Bidder entering into commitment on behalf of the Bidder. Bidder shall submit Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the bidder, as per **Annexure 4**.

19.0 DEVIATIONS

Deviation, if felt absolutely necessary, should be furnished ONLY in the format attached with Tender Enquiry (**Annexure 5**).

20.0 INFORMATION TO BE SUBMITTED

BIDDER must ensure, to submit all the documents listed below in the TECHNICAL BIDS. In case of insufficient / incomplete documents, bid may be rejected. Bidders may please note that BPCL shall not contact bidders for any further information and hence bidders in their own interest should submit all documents along with bids for completeness of bids. Bids of only those bidders who are qualified will be considered for further TECHNICAL Bid Evaluation.

(A) SUBMISSION OF TENDERS:

1. Before submitting the tender, the bidders are requested to read very carefully the terms and conditions laid down in the enclosed tender document. All the enclosed tender documents shall form part of the contract.
2. Counter terms and conditions will not be accepted.
3. All the pages of the tender form should be signed by the bidder, i.e proprietor/legal partner or the director or authorized representative, as the case may be and the rubber stamp of the firm is affixed as token of your acceptance, then upload in the system.
4. Bids not submitted in the prescribed format shall be rejected. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No claim on this account shall be entertained.
5. Bidder should submit all the details and enclosures as has been asked. In case any of the information is not applicable to them. "Not Applicable" may be written against the para. Not submitting any information/enclosure sought may be the ground for rejecting the tender.
6. Any additions/deletions or changes in our format will not be accepted. This may be ground for rejecting the Tender.
7. Over-writing should be avoided. Corrections, if any, should be circled and initialed by the bidder.
8. Bidders would be presumed to have acquainted themselves with the working conditions before submission of the tender.
9. Tenders received without EMD/ tender fee/ "MSE registration for gaining exemption of EMD and tender fee" or not meeting tender conditions/incomplete in any respect/or with modifications are liable to be rejected.

(B) DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

Sr. No.	Particulars	Submission Online Only	Submission of Physical Document as part of Technical/ credential Bid in Envelope C (containing envelope A&B) Only
	Documents under Bidder Login ID		

	through e-procurement system on https://bpclproc.in		
1	Annexure 1 – Bitumen Packed Drum filling Agreement	√	
2	Annexure 2 – Integrity Pact	√	
3	Annexure 3 – Bank Guarantee	√	
4	Particulars of Bidder as per Attachment-1	√	
5	Bidder's Covering Letter as per Attachment- 2	√	
6	Details of relationship with BPCL Directors as per Attachment-3	√	
7	Caste Certificate (wherever applicable) issued by Competent Authority as per format in Attachment-4.	√	
8	Tender acceptance letter as per Attachment 5	√	
9	Details of Tank Lorries offered as per Attachment 6	√	
10	General Irrevocable Power of Attorney as per Annexure-4	√	
11	Deviation Sheet as per Annexure 5	√	
12	Acceptance of Formula for working out escalation / De-escalation in Transportation rates on account of increase / decrease in Retail Selling Price of HSD as per Annexure 6	√	
13	Undertaking for Attached Tank Lorries as per Annexure 7	√	
14	Oil Industry Transport Discipline Guideline-2014 as per Annexure 8	√	
15	Attested acknowledged copy of the latest Income Tax Return filed and the copy of PAN Card	√	
16	Attested copy of previous 3 years audited annual report FY i.e. 2012-13, 2013-14 & 2014-15, showing annual turnover of more than Rs 92.10 Lakhs (profit and loss account / Certification from CA)	√	
17	Attested copies of Partnership Deed or Certificate of Incorporation or Trading License	√	
18	Tender Fee by DD of Rs. 1140/-	√	√ (envelope A)
19	EMD by DD of Rs. 1,00,000/-	√	√ (envelope A)
20	Attested copy of MSME Registration	√	√ (envelope A)
21	Details of handling Bitumen as per para 5.0, point 17	√	
22	Details of Land	√	√ (envelope B)

23	Solvency Certificate as per para 6.0, point 5,	√	
24	Details of handling work of similar nature as per para 6.0, point 6.	√	
25	All pages of the tender document duly signed by the authorised signatory and with seal, as acceptance of tender terms and conditions	√	

PRICE BID:

1. Bidder shall submit price bids **online** only by e-bidding through e-procurement system on <https://bpclproc.in> under their login ID only.
2. **No physical document with respect to Price Bids should be submitted.** In case bidder submits such physical documents for Price Bids, the same shall not be considered.
3. No responsibility will be taken by BPCL for any delay due to connectivity and availability of website.
4. No guarantee shall be given by BPCL to any definite quantity of work to be entrusted to bidder. However, the quantities given in schedule are purely indicative without any obligation to the company and cannot be made the subject matter of any claim at any time even if the quantities actually offered for handling during the period of contract are substantially less or more than estimated quantities indicated.

21.0 TERMS OF PAYMENT

1. BPCL shall make payment to the Contractor, as per Schedule of rates. Contractor's quoted rates shall be inclusive of all taxes, levies, duties, labour, materials, water & electricity charges, land rent / lease charges, filling cost, salaries, all overheads for supervision, profits etc. Service tax if applicable shall be paid extra subject to submission of documentary proof. Payment towards the transportation charges for movement of bulk by lorries owned or attached, will be done by BPCL directly.
2. The quoted rates for packing of bitumen in drums should remain firm throughout the contract period of 5 years. Similarly the rate for transportation shall be also valid for 5 years. No escalation or extra amount shall be paid on any other account whatsoever, except for escalation / De-escalation in Transportation rates on account of increase / decrease in Retail Selling Price of HSD as mentioned in **Annexure 6**.
3. Contractor shall submit the bill on monthly basis with all relevant documents to BPCL's nominated Officer-In-Charge. The payment for the same shall be made through NEFT for the certified quantity within 30 days of acceptance of the bill. In case of award of contract, Bidder shall accept payment through NEFT and provide BPCL necessary bank account details etc. as required.

22.0 TAXES AND DUTIES

Unit rate for Filling of Drums with Bitumen shall be inclusive of all applicable taxes, levies, duties etc. (other than Service Tax). Service Tax, if applicable, shall be paid

extra subject to submission of documentary proof of your service tax registration number and categorization of service.

The transportation rate for movement of bitumen from Mumbai Refinery to the Contractor's drum filling Plant in his own/attached lorries, is to be quoted separately, as given in the Price bid. **Service tax as applicable for this transportation charges will be discharged by BPCL.**

If bidders have any queries regarding taxes and duties, the same shall be addressed to BPCL immediately on receipt of bid documents by the bidder. Any change in Service Tax either upward or Downward variation in rates implemented by Govt. Authorities after bid due date, shall be considered.

23.0 **PROJECTED VOLUMES AGAINST THIS CONTRACT**

The total projected volume of filling over the next three (3) years against this contract is as shown in the table hereunder:

Year 1	Year 2	Year 3	Year 4	Year 5
38 TMT	40 TMT	42 TMT	44 TMT	46 TMT

The aforesaid projections are merely indicative figures – based on current estimates. BPCL does not guarantee that these volumes would actually materialize and hence does not undertake in any manner to the successful bidder(s) that these volumes represent any commitment from BPCL side.

24.0 **REQUIRED PACKING QUANTITY**

The requirement for packing Bitumen is likely to vary from 2800 MT to 5250 MT per month, depending on overall demand. However BPCL does not assure or commit minimum volume of packing quantity.

BPCL will advise the vendor in writing by the 25th of every month the next month's requirement. (e.g. By Sep 25th 2015, packing requirement of October 2015 will be given in writing). The Contractor assures BPCL for carrying out packing as given by BPCL in writing for that month. In the event of his failure to pack the said agreed quantity, in spite of BPCL's order, Liquidated Damage of Rs. 1000/- per MT will be levied on a monthly basis for the shortfall below the ordered packing quantity.

In case BPCL wants a monthly filling higher than the agreed month quantity, clear notice of 7 days would be given. No extra charges would be paid to the Contractor for the additional quantity filling except the filling charges and transportation charges. No charges for additional storage of bitumen drums will be paid by the Contractor.

25.0 **NO ASSIGNMENT**

The Contractor shall not sublet or assign the work or any part thereof to another party without prior written consent of BPCL and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of its obligation under this Contract.

26.0 **ARBITRATION**

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Company against the Licensee or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director (Marketing) of the Company or of some Officer of the Company who may be nominated by the Director (Marketing). The licensee will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the Company or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Company, he had expressed view on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director (Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director (Marketing) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an officer of the Company if the Director(Marketing) does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director (Marketing) of the Company or a person nominated by such Director (Marketing) as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
- b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute, before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- c) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, shall be entitled to prefer a cross-claim, counter claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Director (Marketing) for such counter-claim, cross claim, or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally and deemed to form part of the reference made by the Director(Marketing).
- d) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
- (e) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims of cross claims of the parties.

- (f) The arbitrator shall be entitled to direct any one of the parties to pay the costs to the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
- (g) The parties hereby agree that the courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed (if so required) in the concerned courts in the city of Mumbai only.

27.0 MINIMUM WAGES

The Contractor, his executors and administrators (and in case of a Limited Company, its successors and assigns) shall hold BPCL harmless and indemnified from all claims, cost and charges for which BPCL shall be liable under the Minimum Wages Act, 1948, the Contract labour (Regulation & Abolition) Act 1970 and any amendments of modifications thereof, and all expenses it shall put there under through the acts of omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of, any indemnity to which the Company shall be entitled in law.

28.0 FORCE MAJEURE

Any delays in or failure of the performance of the either party hereto shall not constitute default here under or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation, or acts of war, rebellion or sabotage or fires, floods, explosions, riots or strikes. The Contractor shall keep records of the circumstances referred to above and bring shall promptly bring such force majeure events to the notice of BPCL nominated officer in writing immediately on such occurrences.

29.0 SPECIAL CONDITIONS OF CONTRACT FOR BITUMEN PACKING & HANDLING FACILITY

1. These special conditions of contract shall be read in conjunction with all other parts of this tender. In case of any dispute arising out of difference in interpretation, the interpretation of BPCL in such matters shall be final and binding on the Contractor. In case of any clarification with respect to the scope of work / tender conditions, the same should be done immediately before submission of bids.
2. The Contractor should take orders from other parties only after BPCL's orders are fulfilled. Further, product of other parties would be kept segregated and co-mingling is not allowed.
3. The Contractor should study all the operations/local conditions at the loading/unloading point/s and route/s. Contractor would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of the tender.
4. All supplies to BPCL's customers shall be in the name of BPCL and on behalf of the BPCL and while invoicing to the customers, the contractor shall use the name of BPCL. Any other documentation including excise documentation, if required will have to be carried out by the Contractor on behalf of BPCL, without any extra cost.
5. The Plant shall belong to the Contractor and all the maintenance and repairs or improvements will be carried out by the Contractor at his own cost.

6. All permits, explosives and other licences will continue to remain in the name of the Contractor and licence fee in this regard will be paid by the Contractor.
 7. Except for delivery of the BPCL's products to BPCL's customers in terms of this agreement the Contractor shall have no right or authority to incur any obligations or liabilities or enter into any contract or transact any business whatsoever or act in the name and on behalf of the BPCL.
 8. The Contractor shall provide the following facilities at his own cost :
 - a. Facilities for receipt of Bulk Bitumen, receipt of empty drums and lids, unloading of bulk bitumen in storage tanks, storing the packed drums safely and securely, and loading the same into trucks.
 - b. Facilities for receipt and storage of Bulk Bitumen and all infrastructures required for bulk Bitumen handling including Lorry unloading arrangements, filling in drums, weighing etc.
 - c. All related pumping facility, pipelines – with adequate insulation.
 - d. Arrangement for maintaining bitumen temperature.
 - e. Office space for documentation
 - f. Stamped Weighing scale of 1 tonne capacity for weighing Bitumen Drums duly approved by weights & Measures Dept.
 - g. Facility for receipt & storage of approx. 6000 empty drums.
 - h. Manually/automated drum filling facilities for 2800 MT to 5250 MT per month or the agreed quantity depending upon the requirement. Each drum shall be filled with 161.8 kg (presently) of Bitumen (net) or as Specified by the corporation.
 - i. Facility for handling & stacking of bitumen filled drums for approx. 2500 MT (Approx. 15000 Drums).
 - j. Forklifts are required for stacking and handling drums.
 - k. Ensure continuous electric/Power supply for smooth operations.
 - l. System / facility for taking care of Safety and security of equipment & product.
 - m. Office space for use of BPCL's representative in the Contractor's Plant, including tables & chairs, a Computer, Printer, telephone, internet etc (except stationary required for invoicing which will be provided by BPCL). Contractor shall be totally responsible for security and running of this facility.
 - n. Any other facility which may be necessary for smooth operation of this filling plant. The Contractor shall take electric power connection of adequate capacity and all the expense incurred for installation and operation of this shall be borne by the Contractor.
 - o. Water shall be arranged by the Contractor at his own cost.
 - p. The Contractor will take necessary approvals from the Excise authorities for receipt, storage and delivery of bonded bitumen. BPCL will provide all assistance for securing these approvals.
 - q. At the end of the contract period the contractor must ensure complete stock accounting and all the dead stock should be removed from all the tanks at his cost on or before the last day of contract. In the event of non removal of the dead stock/or any other residual stock, the recovery shall be made from the contractor at the cost of Bitumen prevailing on that day.
- 30.0 BPCL shall have the right to enter upon the Contractor's premises at any time for inspection / verification, and to conduct audit of systems, machineries & premises.

- 31.0 The Contractor will keep the said filling plant, storehouse and its surroundings in a clean and safe condition.
- 32.0 The contractor shall submit on receipt of LOI and before starting of the operations, a detailed activity chart for filling of bitumen in drums. However BPCL shall have the right to review / change the activity chart if necessary. No claim whatsoever of Contractor on this account shall be entertained.
- 33.0 The Contractor shall, subject to force majeure, be liable to BPCL for any loss or damage caused to BPCL property (bitumen, drums etc.) and on demand, pay to BPCL the amount equivalent to loss, or damage. BPCL shall be the sole judge in deciding the amount of loss and/or damage. The Contractor shall whenever required submit to BPCL an inventory duly certified by him. Further the Contractor shall not be entitled to use bitumen or empty drums for purpose other than those for which they are intended through this contract.
- 34.0 All precautions shall be taken while transporting, storing, handling, filling drums, so that, drums do not leak or get damaged. The contractor shall be responsible for the quantity and quality of the products received by him for transportation from MR to his plant, storage in his tanks and during packing of Bitumen in drums.
- 35.0 The contractor shall be responsible for any damage or loss caused to the Company's product or property by negligence or default of its crew, authorized representative or tank lorry. This will also include confiscation of the Company's product delivered to the carriers by any statutory authorities.
- 36.0 The Contractor shall be responsible for statutory obligations arising out of this contract such as Explosives Act, shop and Establishment Act, Workmen's Compensation Act and any other Central and / or Local Acts which may be applicable and the contractor shall indemnify BPCL against all loss and damage which BPCL may suffer by reason of non-compliance or non-observance of any such provision and/or by reasons of default or neglect. The Contractor shall take out a comprehensive insurance policy at their own cost for any liability under the provisions of Workmen's Compensation Act / other applicable acts, and for the product / drums lying with Contractor against all risks such as fire and explosion, terrorist attacks, flood, cyclone, theft etc.
- 37.0 The Contractor shall maintain all product accounts and product registers in the name of the BPCL and keep a record of all deliveries / receipts and sales, one copy whereof shall be forwarded by the Contractor to the BPCL on monthly basis.
- 38.0 There should be no delay or laxity on the part of the Contractor in giving prompt and efficient service to the customers.
- 39.0 BPCL's measurement on point of dispatch shall be accepted as conclusive evidence of the quantity delivered and normally the Contractors shall be held accountable for full quantity of the products dispatched to the Contractor. The Contractor however will be at liberty to be represented at the measurement if the Contractor so wishes and to verify the correctness of the BPCL's measurement but BPCL shall be entitled to proceed in the absence of such representatives and in any event the quantities declared by the BPCL shall be accepted by the Contractor as correct and the contractor will be accountable for the deficiency, if any, on this basis.

- 40.0 The Bitumen supplied to the Contractor from time to time and maintained in the custody of the Contractor in the name of BPCL will be subject to inventory check as per BPCL procedures as and when BPCL desires to do so. If on any such inventory check, difference is found between the total quantity made available to the Contractor and the stocks of Bulk and Empty/Packed Bitumen Drums actually found in inventory at the plant and the stock delivered to the BPCL's customers the Contractor shall compensate BPCL in full at the prevailing selling price of Packed Bitumen at Mumbai of BPCL. The detail recovery procedure shall be as per the following clause hereunder:

RECOVERIES OF 'LOST PRODUCT'

BPCL will recover the Cost of any deficit quantity in product reconciled on monthly basis.

The recovery will be done at the Packed Bitumen Market price at Mumbai. On failure to pay this amount within stipulated time, same shall be recovered through running bill immediately due. If the amount is too large to recover or there is no running bill for the month, then the recoveries shall be made through security deposits.

NOTE : Loss calculation on last day of the month shall be done as per following formula.

- a. Total quantity received in a month = Say R
- b. Dispatched quantity = Say (D)
- c. Bulk stock with contractor = Say (B)
- d. Filled drum stock = Say (F)
- e. Recovered loose stock = Say (L.S.)
- f. Loss (L) = (R) – ((D) + (B) +(F) + (L.S.))

41.0 **RECOVERIES ON ACCOUNT OF 'EMPTY DRUMS'**

- a. Contractor shall report in writing, the quantity of defective empty drums received from drum supplier to BPCL, so as to take-up the matter of replacement with the drum supplier. Failure to inform as stated here shall attract compensation at the rate of 115 % of the total drum cost to BPCL towards handling charges.
- b. Full drum cost plus 15% shall be recovered for the drums damaged during filling & handling activities. For deciding the damaged drums BPCL shall have the absolute final discretion.

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

Above would be in addition to and without prejudice to the Company's right to termination as per clause 43 below.

- 43.0 BPCL shall also have the right to terminate the contract without giving any notice upon the Contractor committing any of the following defaults.

- a. Fraud on BPCL

- b. Failing to carry out any stipulation contained in the agreement for seven days after being informed in writing to do so by BPCL.
 - c. Wilfully abandoning the work specified in the agreement.
 - d. Without any lawful reasons suspend the work for 15 consecutive days.
 - e. Neglected or failed to observe and perform all or any of the terms, acts, matters or things under this agreement to be observed and performed by the contractor.
 - f. Acted in any manner to the detrimental interest, reputation, dignity, name or prestige of BPCL.
 - g. Detection of frequent shortages in stocks.
- 44.0 The Contractor will at all times fully indemnify BPCL from and against all losses, damages, claims, suits and otherwise arising from and in connection with injury to persons or property, short deliveries or otherwise.
- 45.0 The rights granted under this agreement are not transferable and the Contractor shall not under any circumstances sell, dispose off, or assign or delegate or part with the BPCL property namely – Bitumen, filled / empty drums etc. to any person or persons or firm whatsoever without the previous written consent of BPCL.
- 46.0 Any notice required to be given to the Contractor by BPCL shall be deemed to be duly received and served on the Contractor, if such notice has been addressed to the Contractor at the last known address of the Contractor and has been sent by Courier / Registered Post. Any notice required to be given to BPCL by the Contractor shall be deemed to be duly received by and served on BPCL, if the envelope containing such notice has been addressed to concerned BPCL Officer-in-charge at its office: Bharat Petroleum Corp. Ltd (Refinery) Mahul, Chembur, Mumbai – 400074, and has been sent by Registered Post.
- 47.0 NOTWITHSTANDING anything hereinbefore, the contract shall de facto be terminated, when any partner of the Contractor's firm shall be adjudged insolvent or effect a composition with his creditors and such termination shall be effective from the date of declaration of the insolvency.
- 48.0 **TANK LORRIES OFFERED:**
- a. The Bidder shall offer minimum 5 (Five) numbers tank Lorries of minimum capacity of 15 MT each, which should be owned or attached. An undertaking as per **Annexure 7** and details of the Lorries are to be provided as per format **Attachment 6**.
 - b. The tank Lorries offered should not exceed 7 years from the effective date of tender. Further, during the pendency of the contract, the age of any vehicle offered for loading shall not exceed 7 years.
 - c. The tank Lorries offered by the Bidder should conform to the statutory rules and regulations as promulgated or enforced by the State / Central/Local authorities from time to time.
 - d. The Tank Lorry used by the Transporter should be sound in all aspects i.e. roadworthy condition, in conformity with of Explosives regulations and other local bodies requirement and should be calibrated to meet RLW norms with necessary locking arrangement and driven by licensed drivers.
 - e. All taxes, insurance and other charges as applicable to the vehicle, shall be the full responsibility of the Transporter.

- f. Escalation / De-escalation in Transportation rates
The escalation / de-escalation of transportation rates shall be allowed every month as per the formulae given in **Annexure 6**.

Escalation / de-escalation shall be applicable as per increase / decrease in RSP (Retail selling price) of HSD which will be the weighted average of the RSP of HSD (if more than one price revision) at Mumbai during immediate previous month, and the new transportation rates arrived at on the above date shall be applicable for subsequent month.

Only the increase / decrease in RSP of HSD at Mumbai BPC RO shall be considered and the escalation / de-escalation factor shall apply.

The retail selling price of HSD as on 01.07.2015 will be considered and bidder will submit his transportation rate based on this price. Escalation/De-escalation in transport rate offered by the bidder will be done with effect 02.07.2015 till the date of issue of LOI, and rate as on that date post escalation/de-escalation will be the considered.

- g. It shall be the responsibility of the transporter to ensure that the documents are complete in all respects and accompany the tank lorry before it leaves the Corporations Terminal / Installations.
- h. The Transporter will comply with all the requirements as mentioned in the Industry "Oil Industry Transport Discipline Guidelines" (version 3.0) effective 01.06.2014 attached herewith as **Annexure 8** of Technical Bid shall form a part of this tender document.

Technical Bid.

ANNEXURE- 1

Bitumen Packed Drum filling AGREEMENT

THIS AGREEMENT made on this _____ day of _____ between **Bharat Petroleum Corp. Ltd.**, a Company incorporated under Indian Companies Act, 1913 having its' registered office at Bharat Bhavan, Currimbhoy Road, Ballard Estate, Mumbai-400 001 (hereinafter called "**BPCL**" which expression shall unless repugnant to the context include its successors and assigns) of the **One Part**

AND

Mr./ M/s _____ carrying on business as in the name and style of _____ having its office at _____. hereinafter called "**Contractor**", which expression shall unless repugnant to the context include heirs, executors, administrators and assigns of the respective partners) of the **Other Part**.

Whereas BPCL is engaged in the business of refining crude oil and marketing petroleum products throughout India, for better distribution and sale of some of their products like Bitumen, BPCL was interested in outsourcing of bitumen drum filling activity and for that purpose engaging a party as an Packed Drum filling Contractor for handling such Bitumen of BPCL at its warehouse and deliver them to various BPCLs depots / customers as directed by BPCL from time to time and also maintain proper records and do other allied activities.

Whereas BPCL by tender enquiry no _____ invited bids from the eligible and interested parties as per the terms and conditions mentioned therein.

Whereas the Contractor submitted his bids and has become successful bidder.

Whereas BPCL has issued LOI dated _____ to the Contractor.

And whereas the Contractor herein was willing to be so appointed and accordingly parties herein negotiated the terms and conditions hereinafter recorded and NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1. The Contractor shall at his own cost provide the Drum Filling Facilities on land measuring approx. sq. meter area (including a covered warehouse of about _____ sq meter) at _____, for storage, handling of empty/packed bitumen drums and Packing of bitumen in drums (hereinafter called "The Products"). The said land and warehouse must be fully owned/ leased by the Contractor. The drum filling facility must have following:

- i. Adequate facilities for receipt and storage of Bulk Bitumen and all infrastructures required for bulk Bitumen handling including Lorry unloading arrangements, filling in drums, stacking of filled/empty barrels weighing bridge , etc.
 - ii. All related pumping facility, pipelines – with adequate insulation.
 - iii. Arrangement for maintaining bitumen temperature.
 - iv. Office space for documentation.
 - v. Stamped Weighing scale of 1 ton capacity for weighing Bitumen Drums duly approved by weights & Measures Dept.
 - vi. Facility for receipt & storage of approx. 6000 empty drums.
 - vii. Manually/automated drum filling facilities for 2800 MT to 5250 MT per month. Each drum shall be filled with 161.8 kg (presently) of Bitumen (net) or as Specified by the corporation. Facility for handling & stacking of bitumen filled drums for 2500 MT (Approx. 15000 Drums).
 - viii. Facility for loading filled drums in trucks. Forklifts are required for loading.
 - ix. Continuous electric supply for smooth operations.
 - x. System / facility for taking care of Safety and security of equipment & product.
 - xi. Office space for use of BPCL's representative in the Contractor's Plant, including tables & chairs, a Computer, Printer, telephone, internet etc (except stationary required for invoicing which will be provided by BPCL). Contractor shall be totally responsible for security and running of this facility.
 - xii. Any other facility which may be necessary for smooth operation of this filling plant.
 - xiii. The warehouse shall have adequate drinking water, power (from Electricity Board), toilet facilities, Lorry loading / unloading platform, and Lorry parking area outside the site.
2. **The Contractor shall** carry out entire activity from taking Bitumen from Refinery by his own / attached lorry, Unloading / storage of bulk bitumen, packing of bitumen in drums, storing of both empty and filled drums in his premises and loading of filled bitumen drums in lorries as per directives of the BPCL and making invoice for sales / stock transfer etc.
3. **BITUMEN PACKING & HANDLING FACILITY.**

The Contractor shall :

- i. Uplift bulk bitumen from BPCL Mahul Refinery in lorries owned/arranged by the bidder (which are designed to carry bitumen safely) and transport it to the bitumen filling location of the Contractor. The tank lorries should comply at all times with valid permits, rules and regulations of RTO, Statutory and Government authorities. All the transportation cost shall be borne by Contractor. All tank lorries should have the following provisions / facilities.
 - ii. Lorry must be fitted with facilities for decantation with PTO preferably
 - iii. Lorry must have provision for proper sealing arrangement
 - iv. Lorry must have proper heating facility.
- ii. store the bitumen uplifted from BPCL MR properly at the drum filling location in bitumen storage tanks and fill the drums from storage tank. Empty Drums shall be supplied by BPCL's approved agency to the contractor's filling location.

- iii. provide drum filling facility for three grades of Bitumen; which are presently VG10 grade, VG 30 grade and VG 10 NILDTY grade or equivalent viscosity grade. The contractor should have 3 x 50 MT capacity storage tanks.
 - iv. fill hot bitumen of stipulated weight (presently 161.8 Kg net), in ready (tested) drums supplied by BPCL. Quantity shall be within the specified standards of the Weights & Measure Act 1976 read with packed Commodities rules 1977 (As amended from time to time) – {Currently 1% of filled quantity}.
 - v. cap the drums and seal them properly so that no leakages from lid occur during transportation.
 - vi. stack the filled drums as per instruction of BPCL. All the drums shall be protected from corrosion and ingress of water in products.
 - vii. Load only cooled drums in customer's lorries as per the orders released by BPCL. Invoicing shall be done by bidder on behalf of BPCL.
 - viii. Do daily reconciliation of number of drums filled, quantity dispatched and quantity of bitumen received, quantity of bitumen at your storage location and in transit between refinery and filling location and inform BPCL on daily basis.
4. During the currency of this agreement, the Contractor shall,
- a. keep the said warehouse and its surroundings in neat, clean and in good condition to the satisfaction of BPCL
 - b. not alter or modify or shift the said warehouse except with prior written consent of BPCL.
 - c. not sub-let the facilities (full or part) under any Circumstances without taking prior permission from BPCL.
 - d. arrange to put up appropriate sign board **provided by BPCL** on the said warehouse with good visibility within a week from the commencement of the contract.
5. Contractor shall personally supervise the filling operations and storage activities and provide minimum manpower and the required facilities. The Contractor shall provide round the clock security. The Contractor shall not employ child labour. All salaries, overtime, statutory payment etc. would be borne exclusively by the Contractor and shall comply with all statutory rules and regulations and applicable laws like ESI, Minimum Wages, Workmen Compensation Act, Provident Fund etc. in this regard. The Contractor shall keep BPCL indemnified against any claim or liability on account of any dues to his staff or arising out of non compliance of any such laws or rules. The Packed Drum filling Contractor or his staff shall not be under employment of BPCL.
6. The Contractor shall bear all operating expenses towards electricity/ water, including DG set charges, 2 Nos. of telephone, internet, stationery, and requisite numbers of computers, printers, UPS, and any other administrative expenses including the operating expenses for bitumen drum filling and storage activities. BPCL shall provide only the printed stationery i.e. invoices. ERP system to be run on internet till the company decides to put up a V sat depending on the workload.

7. BPCL shall make following monthly payments to the Contractor –
- a. An amount as agreed during the negotiation / award of contract (Rs. per MT) as per letter of intent issued by BPCL. The rate of **Rs. ___/- per MT** as Packed drum filling charges was agreed on invoiced/billed quantities of packed bitumen. Also the transportation charges for transporting bitumen from Mumbai Refinery to the Contractor premises is **Rs. ___/- per MT** will be payable by BPCL. These rates would be all inclusive, covering all duties of Packed Drum filling activities and other all administrative and miscellaneous charges etc. No charges other than the above two agreed rates shall be payable by BPCL in regard to Packed Drum filling Operations. Service Tax if applicable will be payable by BPCL subject to production of the documentary proof on Packed drum filling charges.
 - b. Contractor shall submit the bill on monthly basis with all relevant documents to BPCL's nominated Officer-In-Charge. The payment for the same shall be made through NEFT for the certified quantity within 30 days of acceptance of the bill after due verification and deduction of value of stock loss if nay.

8. **REQUIRED PACKING QUANTITY**

The requirement for packing Bitumen is likely to vary from 2800 MT to 5250 MT per month, depending on overall demand. However BPCL does not assure or commit minimum volume of packing quantity.

BPCL will inform the contractor in writing by the 25th of every month the next month's requirement. (eg. By September 25th 2015, packing requirement of October 2015 will be given in writing). The Contractor assures BPCL for carrying out packing as given by BPCL in writing for that month. In the event of his failure to pack the said agreed quantity, in spite of BPCL's order, Liquidated Damage of Rs. 1000/- per MT will be levied on a monthly basis for the shortfall below the ordered packing quantity.

In case BPCL wants a monthly filling higher than the agreed month quantity, clear notice of 7 days would be given. No extra charges would be paid to the Contractor for the additional quantity filling except the filling charges and transportation charges. No charges for additional storage of bitumen drums will be paid by the Contractor.

9. The Contractor shall arrange and maintain adequate insurance for the facilities comprised in the Drum Filling Facility and the products and also for third party risks and public liability in operating the Drum Filling Facility and the cost of such insurance shall be borne by and shall be to the account of Contractor.
10. In the event of claim under Insurance Policy by BPCL the Contractor shall provide all necessary assistance in regard to liaison with the Insurance Company for filing of the claim and completing all the formalities.
11. For carrying out the activities, the obligations of the Contractor shall include:
 - a) Provide and maintain necessary infrastructure as per tender conditions. The specification for PC Desktop Computers is minimum Intel core i3 processor 2

GB RAM / Windows 7 / 17" color monitor, dot matrix Printers (132 column), number DeskJet color printer, UPS of 500 VA capacity and DG set of suitable capacity with internet facility. The Contractor shall upgrade the equipment so as to be compatible with BPCL system requirement which may change from time to time.

- b) Provide and maintain AC, furniture such as tables, chairs, cup boards sufficient to store office records, stationery, etc as directed by Territory Manager from time to time.
- c) Provide empty space for stocking of empty drums and packed bitumen drums. Provide the entire infrastructure required for bitumen packed drum filling operations which also includes storage tanks.
- d) Receiving the product which would normally by Road Transport and checking the products for their correctness with the Stock Transfer Invoice, and stocking them in the depot as per the laid down norms of the Corporation and also completing required transactions in SAP on day to day basis.
- e) Arranging unloading of empty drums/bulk bitumen and packing/loading of filled Bitumen barrels in the site at Contractor's own cost in lorries as per directions of BPCL.
- f) Carrying out as many loading / unloading of the product on a day as required at own cost. Carry out Drum filling of agreed quantity as per clause 8 of this agreement. However as directed by the Corporation the filling quantity can vary on a month to month basis.
- g) Endorsing any non receipt of the empty packages etc from the Transporter, as per the document, as shortage on the transporter challan after advising BPCL Officer and keeping a record of the same in a register which shall be countersigned by BPCL Officer. Booking of the loss to the transporter should be as per the prevailing Transport Agreement. Any other loss to be booked also should be only with the written permission of TM (I&C). Any loss/shortage observed in bulk/empty drums, should be reported to BPC and must be suitably recorded in the invoice with the tanklorry crew signature.
- h) Day to day Liaison with Supplying Location for replenishment of stocks of both bulk bitumen and empty drums for filling.
- i) Arranging delivery of product to BPCL's depots / customers as per laid down procedure of BPCL.
- j) Preparing necessary Invoices of BPCL in SAP system for the supplies/receipts as per the (I&C) document guidelines. Under no circumstances any material should come in or go out without prescribed computerized BPCL documents. Proper entry of incoming and outgoing of material should be maintained as per the guidelines.
- k) Allowing officials of BPCL free and unfettered access to the warehouse / records for inspections at all times.

- l) Bulking of leaky drums in different empty drums so that further loss can be avoided.
- m) Carry out all Excise documentation as per the prevailing Central Excise Act and ensure proper documentation so as to comply with the rules as amended from time to time. **Registration with Central excise is a must and Contractor must get it done at his own cost.**
- n) Carrying out all stock/sales/financial accounting in SAP system and related activities like sales tax, Central excise formalities etc as applicable.
- o) Liaison with the supply points / depots / Territory Office for (I&C) receipts / dispatches and connected supply activities.
- p) Ensure all safety norms of BPCL are followed at the Contractor's cost.
- q) Ensure weekly reconciliation in case of any specific "in transit" stock. They should take up with supply location/TM (I&C) and resolve such issues within 30 days. Ensure to carry out day to day documentation and clearing all "in transit" stock for the products already received in the depot.
- r) Correspondence / contact with other depots / supply location as per the requirement.
- s) Maintain proper security for the products and other assets on round the clock basis at your own cost.
- t) Maintain proper housekeeping on day to day basis.
- u) Ensuring monthly stock check activities along with BPCL Official are completed as per the agreement on the first working day of each month along with postings in SAP system as per laid down procedure. Any loss/gain should be analyzed and corrective action to be taken under advice to TM (I&C). In addition to this, BPCL official is authorized to check the stock at any day at any time.
- v) The Contractor shall provide and maintain the required number of fire extinguishers, at his own cost, in working condition at all times and also should ensure periodic check up and up keeping. The Contractor shall also provide PPE's such as hand gloves / safety shoes and Safety helmets etc to his employees. Contractor to provide uniforms to his authorized staff with Photo ID Card. The Contractor must ensure that his employees use PPEs during the loading / unloading / stacking and all other handling activities.
- w) The Contractor shall carry out all the liaison work with statutory authorities (Central Excise, Sales Tax, Labour Commissioner, etc). The Contractor should also assist BPCL, from time to time, for registering itself with the central excise for trading duty paid/NILDY products and also for issuing Cenvatable invoices.

- x) For any financial liability imposed on BPCL by Central Excise or any other authorities due to non-compliance of rules and regulations by the Contractor, the said amount will be recovered from monthly bills/ security deposit of Contractor. If the amount exceeds the security deposit, balance amount to be paid by Contractor within 7 days from the date of such claim from BPCL.
 - y) **The Contractor shall register himself with Central Excise for the purpose of service tax and pay service tax as per rules from time to time. Contractor to submit proof of payment of Service Tax to the respective Territory Manager, for seeking reimbursement of the same.**
 - z) It should be the endeavor of the Contractor to handle maximum number of Lorries on daily basis so as to increase the throughput. The Contractor should pay the Octroi/entry taxes, if any, and claim the same with the monthly bill against production of proper official receipts in original. The Contractor shall maintain day to day records in good condition by binding them on monthly basis at his cost.
 - aa) At all times maintain all the records in the manner and in form as advised by BPCL from time to time. To maintain and upkeep all the facilities at the Drum Filling Facility at its own cost.
 - bb) Adhere to all the instructions of BPCL regarding operation of the Drum Filling Facility, sales and collection of payments maintenance and submission of the stock accounts and allied matters like excise and sales tax documentation and formalities. Further, Operator shall sell the product strictly on the payment terms advised by BPCL
12. Within fifteen days from the date of letter of Intent, the Packed Drum filling Contractor shall furnish BPCL a security deposit by way of bank guarantee of Rs. 4 Crores (Rs. Four Crores only) issued by a scheduled bank as per BPCL format which will remain with BPCL for the full period of the contract and an additional six months (validity of BG will be contract period plus Six months). It shall be lawful for BPCL to adjust the bank guarantee amount against all pending or future dues and also to appropriate the entire bank guarantee or any part thereof against losses, damages, or expenses arising out of the Packed Drum filling Contractor's failure or negligence to observe any terms and conditions of this contract. This is without prejudice to other remedies available to BPCL.
13. The Contractor shall always keep the warehouse clean and neat and follow the guidelines as under:
- a. Barrels should be stacked vertical with its lid on the top. Grade wise stacking needs to be done for ease in loading and stock counting.
 - b. Leaky & damaged container/packages to be segregated and action for bulking and liquidation is to be processed through approval from Territory only.
 - c. Loading / Unloading of Bitumen drums/ bulk will be done by the Contractor(s) strictly in accordance with the instructions given to the Contractor(s) by the Corporation

- representative. The Contractor(s) will be responsible for the loading and unloading of vehicles with empty drums/bulk bitumen and filled drums.
- d. The Contractor(s) shall be solely responsible for the safe custody of the products once these are received at Warehouse and acknowledged by the Contractor.
14. The Contractor will keep the said filling plant, storehouse and its surroundings in a clean and safe condition.
15. The contractor shall submit on receipt of order and before starting of the work, a detailed activity chart for filling of bitumen in drums. However BPCL reserves the right to review / change the activity chart if necessary. No claim whatsoever of Contractor on this account shall be entertained.
16. The Contractor shall, subject to force majeure, be liable to BPCL for any loss or damage caused to BPCL property (bitumen, drums etc.) and on demand, pay to BPCL the amount equivalent to loss, or damage. BPCL shall be the sole judge in deciding the amount of loss and/or damage. The Contractor shall whenever required submit to BPCL an inventory duly certified by him. Further the Contractor shall not be entitled to use bitumen or empty drums for purpose other than those for which they are intended through this contract.
17. All precautions shall be taken while transporting, storing, handling, filling drums, so that, drums do not leak or get damaged. The contractor shall be responsible for the quantity and quality of the products received by him by his own/arranged lorries.
18. The contractor shall be responsible for any damage or loss caused to the Company's product or property by negligence or default of its crew, authorized representative or tank lorry. This will also include confiscation of the Company's product delivered to the carriers by any statutory authorities.
19. The Contractor shall be responsible for statutory obligations arising out of this contract such as Explosives Act, shop and Establishment Act, Workmen's Compensation Act and any other Central and / or Local Acts which may be applicable and the contractor shall indemnify BPCL against all loss and damage which BPCL may suffer by reason of non-compliance or non-observance of any such provision and/or by reasons of default or neglect. The Contractor shall take out a comprehensive insurance policy at their own cost for any liability under the provisions of Workmen's Compensation Act / other applicable acts, and for the product / drums lying with Contractor against all risks such as fire and explosion, terrorist attacks, flood, cyclone, theft etc.
20. The Contractor shall maintain all product accounts and product registers in the name of the BPCL and keep a record of all deliveries / receipts and sales, one copy whereof shall be forwarded by the Contractor to the BPCL on monthly basis.
21. There should be no delay or laxity on the part of the Contractor in giving prompt and efficient service to the customers.
22. BPCL's measurement on point of dispatch shall be accepted as conclusive evidence of the quantity delivered and normally the Contractors shall be held accountable for full quantity of the products dispatched to the Contractor. The Contractor however will be at

liberty to be represented at the measurement if the Contractor so wishes and to verify the correctness of the BPCL's measurement but BPCL shall be entitled to proceed in the absence of such representatives and in any event the quantities declared by the BPCL shall be accepted by the Contractor as correct and the contractor will be accountable for the deficiency, if any, on this basis.

23. The Bitumen supplied to the Contractor from time to time and maintained in the custody of the Contractor in the name of BPCL will be subject to inventory check as per BPCL procedures as and when BPCL desires to do so. If on any such inventory check, difference is found between the total quantity made available to the Contractor and the stocks of Bulk and Packed Bitumen actually found in inventory at the plant and the stock delivered to the BPCL's customers the Contractor shall compensate BPCL in full at the prevailing selling price of Packed Bitumen at Mumbai of BPCL. The detail recovery procedure shall be as per the following clause hereunder.

24. RECOVERIES OF 'LOST PRODUCT'

BPCL will recover the Cost of any deficit quantity in product reconciled on monthly basis.

The recovery will be done at the Packed Bitumen Market price at Mumbai. On failure to pay this amount within stipulated time, same shall be recovered through running bill immediately due. If the amount is too large to recover or there is no running bill for the month, then the recoveries shall be made through security deposits.

NOTE : Loss calculation on last day of the month shall be done as per following formula.

- a. Total quantity received in a month = Say R
- b. Dispatched quantity = Say (D)
- c. Bulk stock with contractor = Say (B)
- d. Filled drum stock = Say (F)
- e. Recovered loose stock = Say (L.S.)
- f. Loss (L) = (R) – ((D) + (B) +(F) + (L.S.))

25. RECOVERIES ON ACCOUNT OF 'EMPTY DRUMS'

Contractor shall report in writing, the quantity of defective empty drums received from drum supplier to BPCL, so as to take-up the matter of replacement with the drum supplier. Failure to inform as stated here shall attract compensation at the rate of 115 % of the total drum cost to BPCL towards handling charges.

Full drum cost plus 15% shall be recovered for the drums damaged during filling & handling activities. For deciding the damaged drums BPCL shall have the absolute final discretion.

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

27. TRANSIT AND OPERATIONAL LOSSES:

The contractor shall be liable for any and all the losses of the product in transit and/ or damage to the material or drums and also for operational losses, if any.

Contractor will be fully responsible for safe keeping of the products from the time and date of Receipt at the warehouse and any loss or damage for any reason like pilferage, shortage, theft, accident, contamination, wrong loading etc, after receipt at the warehouse would be debited to the Contractor at the Amount equivalent to selling price of bitumen barrels/ Bulk bitumen to the customer at Mumbai and recovered from monthly bills of the Contractor. In case, the said amount of damage exceeds the bill amount in any month, Contractor shall forthwith pay the same within 7 days of receiving a demand from BPCL. Apart from bitumen Products, loss or damage to any assets of BPCL inside the warehouse / warehouse shall also be deducted from such monthly bills. In case of Bulk Bitumen, the actual loss will be recovered from the Contractor every month at the prevailing dealer billing price at the depot. BPCL shall recover the Cost of any deficit quantity in product reconciled on monthly basis.

The recovery will be done at the market rate applicable at Mumbai. On failure to pay this amount within stipulated time, same shall be recovered through running bill immediately due. If the amount is too large to recover or there is no running bill for the month, then the recoveries shall be made through security deposits.

NOTE : Loss calculation on last day of the month shall be done as per following formula.

- a. Total quantity received in a month = Say R
- b. Dispatched quantity = Say (D)
- c. Bulk stock with contractor = Say (B)
- d. Filled drum stock = Say (F)
- e. Recovered loose stock = Say (L.S.)
- f. Loss (L) = (R) – ((D) + (B) +(F) + (L.S.))

28. TRANSHIPMENT:

The Contractor(s) shall undertake the movement of the product entrusted to him by the Corporation without transshipping. However, if the transshipment is inevitable, the Contractor(s) shall advise to the Corporation before hand and take written permission from the concerned TM and also ensure that adequate care and precaution is taken for safe handling of the product. No additional charges will be paid by the Corporation for transshipment.

Accidents occurring during the course of Corporation's work should be reported by the Contractor to TM (I&C) Mumbai immediately. This should be followed by a detailed written report from the Contractor(s) enclosing FIR, surveyor's report, if any, photographs of the accident site and details of loss if any.

The Contractor(s) will be responsible for making necessary arrangements to salvage the product from the vehicle which has met with an accident and to arrange for its return to the corporation's Depot as directed. Any expenses on this account as well as the loss of product sustained will be on the Contractor's account.

Contractor shall be responsible for any in-transit loss/handling loss or damage to the material or drums.

29. PERFORMANCE OF THE CONTRACTOR:

If at any time during the currency of this agreement the Contractor(s) fails to perform the various other obligations specified in this agreement, the Corporation may in its discretion and without prejudice to its other rights and remedies engage the services of the agencies to perform the obligations 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.

In case the performance as reviewed by the concerned TM is found to be not satisfactory, the Corporation may take action as deemed fit including termination of contract and blacklisting to participate in future BPCL tenders for a period of five years.

30. DETENTION CHARGES:

No detention charges shall be payable by the Corporation to the Contractor(s). However, all efforts will be made by the Corporation to avoid delays on its part.

31. CONTRACTOR(S) EMPLOYEES:

- i. For the purpose of carrying out this job the Contractor(s) shall employ or engage their own personnel. Persons so employed by the Contractor(s) shall not be deemed to be in employment of BHARAT PETROLEUM CORPN. LTD. and the supervision and control of such employees shall rest always with the Contractor(s).
- ii. The Contractor(s) shall undertake that no person working for them is a foreigner and shall not allow the foreigner to enter into the premises declared by the Government as "protected places" which shall include Contractor's packed drum filling plant Taloja. The Contractor(s) further undertake to strictly abide by the Defence of India Act and Rules.
- iii. If however, any claim is made by any employees of the Contractor(s) against the Corporation for wages, compensation or any sum or dues, the Contractor(s) agrees to indemnify the Corporation of all such claims and to pay all the expenses which the corporation may incur in defending any proceedings pursuant to such claims.
- iv. Unauthorized driving of the vehicles by his men, who do not possess valid vehicle driving licenses within or outside the premises, shall not be permitted. The Contractor(s) and his men shall abide by the rules and regulations of Bharat Petroleum Corpn. Ltd. All safety precautions as per the Corporation's rules should be observed by the Contractor(s) and his/their men within the premises.
- v. The Contractor(s) will indemnify the Corporation against the consequences arising out of their or 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 their parties arising in relation to the drum filling activity and transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Contractor(s). The Contractor(s) shall observe and comply with the requirements of the Minimum Wages Act, the ESI act and all other Industrial / Labour legislation for the

time being in force or may later be brought into force governing the relationship between the employer and employees and also undertake to hold the Corporation indemnified against all claims, payments, losses, that Corporation may have to make or suffer on account thereof. The Contractor(s) shall whenever required by the Corporation or Government official authorized under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes. The Contractor(s) will accept liability for payment of compensation in accordance with the provision of the Workmen 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 all payments by way of compensation or otherwise which the Corporation may be called upon to make under the provisions of the said act to any such workmen as aforesaid and any expenses incurred by the Corporation in connection with any claim preferred by such workmen and/or against all actions, claims, and demands, whatsoever in respect of any loss, injury or damages whatsoever to any third party, person caused by the Contractor(s), their workmen, servants and agents.

The Contractor(s) shall not engage any child or bonded labour for handling his work in connection with this contract or contravene any of the Government rules and regulation in this regard.

- vi. The Contractor(s) should ensure that no person in the vehicle should smoke and no fire or other ingredients of ignition should be permitted in the vicinity of the vehicle. The vehicle engaged for transportation of Bitumen shall not carry any persons other than the crew along with the load.
- vii. The Contractor, his executors and administrators (and in case of a Limited Company, its successors and assigns) shall hold BPCL harmless and indemnified from all claims, cost and charges for which BPCL shall be liable under the Minimum Wages Act, 1948, the Contract labour (Regulation & Abolition) Act 1970 and any amendments or modifications thereof, and all expenses it shall put there under through the acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of, any indemnity to which the Company shall be entitled in law.
- viii. The Contractor should take orders from other parties only after BPCL's orders are fulfilled. Further, product of other parties would be kept segregated and co-mingling is not allowed.
- ix. The Contractor should study all the operations/local conditions at the loading/unloading point/s and route/s. Contractor would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of the tender.
- x. All supplies to BPCL's customers shall be in the name of BPCL and on behalf of the BPCL and while invoicing to the customers, the contractor shall use the name of BPCL. Any other documentation including excise documentation, if required will have to be carried out by the Contractor on behalf of BPCL, without any extra cost.

- xi. The Plant shall belong to the Contractor and all the maintenance and repairs or improvements will be carried out by the Contractor at his own cost.
- xii. All permits, explosives and other licenses will continue to remain in the name of the Contractor and license fee in this regard will be paid by the Contractor.
- xiii. Except for delivery of the BPCL's products to BPCL's customers in terms of this agreement the Contractor shall have no right or authority to incur any obligations or liabilities or enter into any contract or transact any business whatsoever or act in the name and on behalf of the BPCL.

32. DAMAGES TO CORPORATION'S PROPERTY/ EMPLOYEE:

- a) The Contractor(s) shall remain at all time 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(s), his/their agents, representatives or employees, the Corporation shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amounts payable hereunder to the Contractor(s) the cost of repairs, and or the amount of loss or damages.
- b) The Contractor(s) will be liable for any loss, any injury to Corporation's employee due to careless, negligent, inexperienced act or default of the Contractor(s), his/their agents, representative or employees.

33. THE OBLIGATIONS OF BPCL : BPCL shall :

- a. Arrange inward supply of the products (EMPTY DRUMS AND BULK BITUMEN) from its REFINERY.
- b. Provide blank pre-printed stationery i.e. invoices and suitable mode of connectivity ERP system of BPCL.

34. The Contractor shall be bound to adhere to all the laid down procedures of BPCL regarding operation of the packed drum filling like product supply, maintenance and submission of the stock accounts and Central excise and sales tax documentation and formalities.

35. The drum filling Plant shall be used for stocking BPCL's products as advised by BPCL. BPCL shall have absolute rights to stock any product at the warehouse.

36. Duration of the agreement shall be for 5 years.

37. The Contractor shall keep the warehouse open on all days of the week except nominated weekly holiday of BPCL. The Warehouse will be normally kept open between 0830 hrs to 1730 hrs with maximum ½ hour lunch break. Subject to exigencies of work and statutory rules permitting, the packed drum filling premise will be kept open even beyond above time / days particularly for receiving the product and for executing urgent supplies without any additional charges thereof.

38. BPCL reserves the right to terminate the contract by giving one month's notice and in such an event, the Contractor shall be bound to hand over BPCL's products, records, stationery, and other facilities back to BPCL as per time frame fixed by TM (I&C). However BPCL also reserves the right to terminate the contract without any notice to that effect, in the event of any conduct by Packed Drum filling Contractor which is contrary to the interest / policies of BPCL or in the following circumstances.
- a) If the Contractor is found negligent or incapable of carrying out the work contemplated in this agreement.
 - b) If the Contractor is found guilty of breach of any of the covenants, conditions and stipulation on his part contained in this Agreement.
 - c) If the Contractor will commit or suffer to commit any act which, in the opinion of Territory Manager (I&C) of BPCL by whatever name called, is in violation of any of the condition contained in this Agreement or is prejudicial to the interest or good will of BPCL or their products or brand.
 - d) If the Packed Drum filling Contractor's firm, its' proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.
 - e) If attachment in execution of a decree is passed against the drum filling activity, its proprietor or any of its partners.
 - f) If road permits or statutory licenses / permissions granted to COD firm or any statutory authorities' licenses are cancelled or revoked.
 - g) If any of the information submitted by the Packed Drum filling Contractor in the tender is found incorrect at any time.
 - h) Breach of any of the terms or conditions of this Agreement by the COD.
 - i) If the Packed Drum filling Contractor causes disruption in supply of packed/ bulk Bitumen products. The decision of the Company will be final and binding on the COD.
 - j) On the death or retirement of proprietor or any of the partners of the COD firm. However, in case, Company does not exercise this option, the Agreement shall continue as between the Company and surviving / continuing partners of the Carrier. The legal representatives of the deceased partner or the retiring partner himself shall be liable for all the obligation of the carrier incurred up to the date of death or retirement but shall not be entitled to claim from the company any portion of Security Deposit. Company shall account for Security Deposit to the surviving or continuing partners. The death or retirement of any partners shall be notified by the Carriers to the Company in writing within 24 hours of such death or retirement.
 - k) If the Contractor or its employees commits any unsafe act such as rash driving, accident, non adherence to safety guidelines and not using safety/protective equipments etc. within or outside BPCL premises.
 - l) If the Contractor, its proprietor or any partners or his employees misbehaves (abuse/ threat/ assault/ manhandles) with the customers or with the employee of the BPCL.
39. BPCL shall have the right of appointing any other Contractor (s) for making direct supplies to its customers etc. at its sole discretion in the event the operations are taken over by BPCL from the Contractor as explained above, without being liable to pay any compensation or charges to the Contractor.
40. Upon termination of this Agreement for any reason whatsoever, the Contractor will cease to have any right to continue as Contractor of BPCL and will promptly hand over BPCL's properties, stocks, records, stationery; etc to BPCL's authorized representative.

Further, account shall be drawn up and balance payment if any, after accounting for damages / contaminated stocks etc. would be paid to the Contractor within fifteen days.

Liquidated damages of Rs. 5000/- (Rupees five thousand) per day shall be payable by the Contractor to BPCL in case of delays in completing handing over of all documents / products / assets beyond the time frame stipulated by TM (I&C).

41. The Contractor shall not change constitution of its firm nor dissolve the partnership nor admit new member as partner or allow any partner to withdraw from the partnership without obtaining the previous written consent of BPCL. Further, in the event of death of any of the partner or partners of the Contractor, BPCL shall be entitled to terminate the agreement forthwith or if such right is not exercised within reasonable time, continue the agreement with remaining partners or legal heirs where all the partners are deceased.

All notices to be sent by either party to the other shall be deemed to be duly communicated if delivered to the other party against acknowledgement at its address referred to in the title of this agreement or sent by Registered A.D.Post.

42. PAYMENT OF SECURITY DEPOSIT

Contractor shall furnish a Security Deposit for this contract in the form of Bank Guarantee in favour of Bharat Petroleum Corporation Limited, Mumbai for Rs. 4 Crores (Rupees Four Crores only) from any Nationalised/Scheduled bank. The same to be issued in the denominations of Rs. 1 Crore maximum, valid for the period of 42 months from effective date, within 15 days from the date of issuance of LOI, for due fulfilment of terms of the tender / agreement. Performa of the Bank Guarantee is enclosed to this tender as **Annexure 3**.

In the event of the business being split amongst two contractors in the ratio 60:40, as mentioned in para 13 o tender documents, security deposit shall be furnished by each contractor instead of Rs 4 Crores as mentioned below:

Contractor with 60% share – 2.4 Cr
Contractor with 40% share – 1.6 Cr

In the event of the business being split amongst multiple contractors the security deposit shall be furnished by each contractor in proportion to the business.

BPCL reserves the absolute right to make the changes in security deposits as per the business needs.

Upon successful bidder's failure to submit the Security Deposit within 15 days from the date of LOI, BPCL shall have right to forfeit the EMD and cancel the award of contract without giving any further notices or reasons.

Please note that no interest shall be payable on the security deposit.

43. INVOCATION OF SECURITY DEPOSIT

BPCL shall be at liberty to invoke the Bank Guarantee of the aforesaid security deposit or forfeit security deposit partly or fully for any amount recoverable from the contractor

for product or drum shortage or any other amount due or payable by the contractor or for non renewal of bank guarantee under point no. 11 above or for non fulfilment of packing commitment as stipulated under main clause no. 18 above.

44. BPCL shall have the right to enter upon the Contractor's premises at any time for inspection / verification, and to conduct audit of systems, machineries & premises.

45. **NO ASSGINEMENT :**

The Contractor shall not assign the work or any part thereof to another party without prior written consent of BPCL and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of its obligation under this Contract.

46. **ARBITRATION CLAUSE**

- a. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Company against the Licensee or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director (Marketing) of the Company or of some Officer of the Company who may be nominated by the Director (Marketing). The licensee will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the Company or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Company, he had expressed view on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director (Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director (Marketing) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an officer of the Company if the Director(Marketing) does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director (Marketing) of the Company or a person nominated by such Director (Marketing) as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.
- b. The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute, before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- c. The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, shall be entitled to prefer a cross-claim,

- counter claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Director (Marketing) for such counter-claim, cross claim, or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally and deemed to form part of the reference made by the Director(Marketing).
- d. The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
 - e. The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims of cross claims of the parties.
 - f. The arbitrator shall be entitled to direct any one of the parties to pay the costs to the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
 - g. The parties hereby agree that the courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed (if so required) in the concerned courts in the city of Mumbai only.

47. JURISDICTION

The Contract shall be deemed to have made in Mumbai and shall be construed according to the laws of India and the performance by the Corporation of any part herein contained shall be considered due in Mumbai for the purpose of jurisdiction.

48. SEVERANILITY

If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.

49. AMENDMENTS

Both the parties acknowledge and agree to negotiate in good faith any amendments to this Agreement proposed by either of them, and ensure that any agreed amendment shall be effective only if set out in a document signed on behalf of each of them.

50. WAIVER

Failure of either party to require performance of any provision of this Agreement shall not affect such party's right to full performance thereof at any time thereafter, and any waiver by either party of a breach of any provision hereof shall not constitute a waiver of similar

breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by an authorized representative of the concern party.

51. Both parties confirms that no benefit, either in cash or in kind has been provided by them to any officer or employee, or any relative / associate of any officer or employee of other party or of any of its associate companies, in order to procure this Agreement. Parties further undertakes that they shall not provide any benefit either in cash or kind to any such office/employee/relative/associate as reward or consideration either for retaining this Agreement or for any other matter relating to this Agreement. The Contractor will at all times fully indemnify BPCL from and against all losses, damages, claims, suits and otherwise arising from and in connection with injury to persons or property, short deliveries or otherwise, provided such a loss is not caused due to the negligence of BPCL employee.
52. The rights granted under this agreement are not transferable and the Contractor shall not under any circumstances sell, dispose off, or assign or delegate or part with the BPCL property namely – Bitumen, filled / empty drums etc. to any person or persons or firm whatsoever without the previous written consent of BPCL.
53. Any notice required to be given to the Contractor by BPCL shall be deemed to be duly received and served on the Contractor, if such notice has been addressed to the Contractor at the last known address of the Contractor and has been sent by Courier / Registered Post. Any notice required to be given to BPCL by the Contractor shall be deemed to be duly received by and served on BPCL, if the envelope containing such notice has been addressed to concerned BPCL Officer-in-charge at its office: Bharat Petroleum Corp. Ltd (Refinery) Mahul, Chembur, Mumbai – 400074, and has been sent by Registered Post.

This agreement sets forth the entire agreement and understanding between the parties to the subject matter and neither party shall be bound by any condition or understanding or representation with respect to the subject matter of this agreement except as duly set forth on or subsequent date hereof in writing and signed by the party or by a proper duly authorized representative.

This agreement shall remain in force from ----- to -----.

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

Signed and delivered by the within named Packed

Drum filling Contractor.

Affix passport size photograph.

In the presence of:

(1)

(2)

Signed and delivered by the duly constituted Attorney of

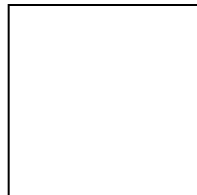
BHARAT PETROLEUM CORPN LTD,

In the presence of:

(1)

(2)

Photograph of contractor.



INTEGRITY PACT

Between

Bharat Petroleum Corporation Ltd (BPCL) hereinafter referred to as “The Principal”,

And

M/s _____ hereinafter referred to as “The Service Provider”

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for Outsourcing of Bitumen Drum Filling & Handling Activity. The Principal values full compliance with all relevant laws and regulations, and the principal of economic use of resources, and of fairness and transparency in its relations with its Bidders/s and Contractor/s.

In order to achieve this goal, the Principal co-operates with the renewed international Non-Governmental Organization “Transparency International’ (TI). Following TI national and international experience, The Principal will appoint an external independent 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:
 - i. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/ herself or third person, any material or immaterial benefit which he/ she is not legally entitled to.
 - i. 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.
 - ii. The Principal will excluded from the process all know prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2– Commitments of the Bidder/ Contractor

- (1) The Principal 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.
 - i. The Bidder/Contractor 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.
 - ii. The Bidder/Contractor will not enter with other Bidder 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 bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further The Bidder/Contractor will not use improperly, for purpose 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 proposal and business details, including information contained or transmitted electronically.
 - iv. The Bidder/Contractor will, when presenting his bid, disclose any and all payment 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 will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from process and exclusion from further 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 have committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusive will be determined by the severity of the transgression. The severity will be determined by the circumstance of the case, in particular the number of transgression, the position of the transgressor within the company hierarchy of the Bidder and the amount of the damage. The exclusive 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 evidence, 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 exclusive and further accepts and undertakes not to challenge or question such exclusive 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 can prove that he has restored/ recouped the damage caused by him and his 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 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 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 extent of the damage in the amount proved.

Section 5 – Previous Transgression

- (1) The bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be terminated for such reason.

Section 6 – Equal treatment of all Bidder / Contractor / Subcontractors

- (1) The Bidder / Contractor undertake 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 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 – Criminal charges against violating Bidders/ Contractors/ Subcontractors

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

Section 8 – External Independent Monitor / Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively 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 Contractors accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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/ 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 Contractor. 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/ contract 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) Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Outside Expert Committee members/ Chairman as prevailing with Principal.
- (8) 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 Commissioner, Government of India.

(9) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This Pact being when both parties have legally signed it, It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders. 06 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 Terminals. The Arbitration clause provided in the main tender document/ contract shall not be applicable for any dispute arising under Integrity Pact.
- (2) Change and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Contractor

Witness 1: _____

Witness 2: _____

Place _____

Date _____.

ANNEXURE -3

DRAFT BANK GUARANTEE

1. In consideration of Bharat Petroleum Corporation Limited having its registered office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, P. B. No. 688, Mumbai – 400 001 (hereinafter called "BPCL") having agreed to exempt M/S _____ (Hereinafter called " Bitumen Packed Drum Filling contractor") from the demand under the terms and conditions of an Agreement dated _____ made between "BPCL" and the (I&C) "Bitumen Packed drum filling contractor" M/s _____ for (hereinafter called "the said Agreement") of the Security Deposit for the due fulfillment by the said (I&C) Bitumen Packed drum filling contractor of the terms and conditions contained in the said Agreement on production of Bank Guarantee for Rs. XXXXX lacs (Rupees XXXXXX. Lacs only), We _____ (name of the Bank) (hereinafter referred to as "Bank") at the request of M/S _____ ((I&C) Bitumen Packed drum filling contractor) do hereby undertake to pay to "BPCL" an amount not exceeding Rs. XXXXX . lacs (Rupees XXXXXX Lacs only) against any loss or damage caused to or suffered or would be caused to or suffered by "BPCL" by reason of any breach by the said Operator of any of the terms and conditions contained in the said Agreement.

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

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

4. We _____ (name of the 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 "BPCL" by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till "BPCL" certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said "Bitumen Packed drum filling contractor" and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(date) we shall be discharged from all liabilities under this guarantee thereafter.

5. We _____ (name of the Bank) further agree with "BPCL" that "BPCL" 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 "Bitumen Packed drum filling contractor" from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said "Bitumen Packed drum filling contractor" 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 "Bitumen Packed drum filling contractor" for any forbearance, act or omission on the part of "BPCL" or any indulgence by "BPCL" to the said "Bitumen Packed drum filling contractor" or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Operator.

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

We confirm having read, understood & agree to comply above.

SIGNATURE : _____

NAME : _____

FIRM'S NAME : _____

ADDRESS : _____

: _____

DATE : _____

RUBBER STAMP :
OF THE FIRM

PARTICULARS OF BIDDER

CATEGORY : SC / ST / GEN (Tick one)

1. Name of the Firm of Bidder : _____
2. (a) Regd. Office address : _____
of the Bidder
(b) Address for Correspondence : _____
3. Phone No. (With STD code) : _____
4. Fax No. : _____
5. Mobile No. : _____
6. E-Mail address : _____
7. Status of the Tenderer (Individual, Proprietor, Partnership, Limited Company, Co-operative Society, Others-pls. specify)
8. Registration no:
(Certificate attached)
9. Solvency Certificate.
(Certificate attached)
10. Past experience of similar nature of job handled for last 3 years.

11. Manpower profile of the tenderer:

No	Name of the person	Qualification	Age	Experience

12. Year of Establishment : _____

13. PF Registration No. (Copy attached) : _____
14. ESI Registration No. (Copy attached): _____
15. Permanent Income Tax No.(PAN) : _____
(copy attached)
16. Income Tax Clearance : _____
Certificate for last year (2013-14)
(Copy attached)
17. Service Tax Registration No. : _____
(Copy attached)
18. Name & Address of the Proprietor/Partners: _____
or Directors (wherever applicable)
19. a) Name of Bankers with full address: _____
b) Style of Account and A/C No. : _____
20. Whether Tenderer, Prop. or any of the
Partners / Directors are related (as _____
defined under Company's Act 1956) _____
to any of Directors of Company to _____
which tender is being submitted. If _____
so, name of Director of Oil Company _____
and nature of relationship. _____
21. We confirm that rates offered by us will remain valid for acceptance by you up to
180 days from the date of opening of this tender.
22. We confirm that neither Bidder nor any Barge offered are involved in any litigation,
which would tender the performance of any obligation impossible, in case the
contract is awarded to us.

Signature : _____

Name of person signing : _____

Tenderer's Name : _____

Date: Firm's Seal : _____

BIDDER'S COVERING LETTER

FROM:

Date:

M/s. _____

(Name and address of the Tenderer)

To,

Territory Manager (Indl),
Mumbai Refinery 4th Floor, Old. Admn.Bldg. ,
North Block Chembur,
Mumbai 400074
Phone: 022 – 25524416

Dear Sir,

SUB: TENDER FOR OURSOURICING OF BITUMEN DRUM FILLING AND HANDLING ACTIVITY

In response to your notice inviting tenders for above, we confirm having carefully read, studied and understood various terms and conditions/documents downloaded with the tender and the same has been digitally signed for having read and the same in toto. We are also confirming that the following documents as per the check list given below shall be uploaded in the system duly filled in, and shall submit manually, if selected for Job. Tender fee, EMD, Land documents and/or EM II certificate, (if applicable) shall be manually submitted before opening of the tender in system.

Write Y – for Document enclosed

Write N – for Document not enclose

CHECK LIST FOR SUBMISSION OF DOCUMENTS ON LINE & MANUALLY.

Sr. No.	Particulars	Submission Online Only	Submission of Physical Document as part of Technical/ credential Bid (Envelope C containing envelope A&B) as mentioned above) Only
	Documents under Bidder Login ID through e-procurement		

	system on https://bpcleproc.in		
1	Annexure 1 – Bitumen Packed Drum filling Agreement	√	
2	Annexure 2 – Integrity Pact	√	
3	Annexure 3 – Bank Guarantee	√	
4	Particulars of Bidder as per Attachment-1	√	
5	Bidder's Covering Letter as per Attachment- 2	√	
6	Details of relationship with BPCL Directors as per Attachment-3	√	
7	Caste Certificate (wherever applicable) issued by Competent Authority as per format in Attachment-4.	√	
8	Tender acceptance letter as per Attachment 5	√	
9	Details of Tank Lorries offered as per Attachment 6	√	
10	General Irrevocable Power of Attorney as per Annexure-4	√	
11	Deviation Sheet as per Annexure 5	√	
12	Acceptance of Formula for working out escalation / De-escalation in Transportation rates on account of increase / decrease in Retail Selling Price of HSD as per Annexure 6	√	
13	Undertaking for Attached Tank Lorries as per Annexure 7	√	
14	Oil Industry Transport Discipline Guideline-2014 as per Annexure 8	√	
15	Attested acknowledged copy of the latest Income Tax Return filed and the copy of PAN Card	√	
16	Attested copy of previous 3 years audited annual report FY i.e. 2012-13, 2013-14 & 2014-15, showing annual turnover of more than Rs 92.10 Lakhs (profit and loss account / Certification from CA)	√	
17	Attested copies of Partnership Deed or Certificate of Incorporation or Trading License	√	

18	Tender Fee by DD of Rs. 1140/-	√	√ (envelope A)
19	EMD by DD of Rs. 1,00,000/-	√	√ (envelope A)
20	Attested copy of MSME Registration	√	√ (envelope A)
21	Details of handling Bitumen as per para 5.0, point 17	√	
22	Details of Land	√	√ (envelope B)
23	Solvency Certificate as per para 6.0, point 5,	√	
24	Details of handling work of similar nature as per para 6.0, point 6.	√	
25	All pages of the tender document duly signed by the authorised signatory and with seal, as acceptance of tender terms and conditions	√	

I am / We are authorized to sign this tender as Proprietor or as per Power of Attorney issued by all other Partners /Directors as per enclosure No.

Thanking you,

Yours faithfully,

Signature: _____

PLACE:

Full Name : _____

DATE:

(Signed as Proprietor/Partner/Director)

PART – B

(Applicable where the Tenderer is a partnership firm)

1. Name of the partnership firm responding the tender:

2. Address:

3. Name of partners:

4. State whether any of the partner is a Director of BPCL : YES / NO*

5. If “Yes” to 4, state the name(s) of BPCL Director.

6. State whether any of the partner is related to any of the Director(s) of BPCL: YES / NO*

7. If “Yes” to 6, state the name(s) of BPCL Director and the concerned partner’s relationship with him / her.

*Strike off whichever is not applicable.

Place:

Date:

PART – C

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

Name of the Company responding the tender:

Address of: (a) Registered Office:

(b) Principal Office:

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

*Strike out whichever is not applicable.

Place:

Date:

DECLARATION 'A'

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

Place:

Signature & Seal

Date:

DECLARATION 'B'

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

OR

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

Name of the Employee
of the Contractor

Name and Designation of
the Officer of the Corporation

1. _____

2. _____

3. _____

4. _____

Place:

Date:

Signature & Seal

DECLARATION 'C

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

Place:

Date:

Signature & Seal

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

LIST OF RELATIVES

A person shall be deemed to be a relative of another, if any and only if,

- i) He / She / They are members of Hindu Undivided family or
- ii) He / She / They are Husband & Wife OR
- iii) The one is related to the other in the manner indicated below.

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

SC/ST CERTIFICATE

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

The enclosed format below is to be used for the purpose.

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

FORM OF CASTE CERTIFICATE

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

@The Constitution (Scheduled Castes) Order, 1950

@The Constitution (Scheduled Tribes) Order, 1950

@The Constitution (Scheduled Castes) (Union Territories) Order, 1951

@The Constitution (Scheduled Tribes) (Union Territories) Order, 1951

(As amended by the Scheduled Castes and Scheduled Tribes Lists (Modification) Order, 1956, The Bombay Reorganization Act, 1960. The Punjab Reorganization Act, 1966, The State of Himachal Pr. Act. 1970, the North Eastern Areas (Reorganization) Act, 1971 and Scheduled tribes Orders (Amendment) Act, 1976)

@The Constitution (Jammu & Kashmir) Scheduled Castes Order, 1956

@The Constitution (Jammu & Kashmir) Scheduled Tribes Order, 1989

@The Constitution (Andaman & Nicobar Islands) Scheduled Tribes Order, 1959

@The Constitution (Dadra & Nagar Haveli) Scheduled Castes Order, 1962

@The Constitution (Dadra & Nagar Haveli) Scheduled Tribes Order, 1962

@The Constitution (Pondicherry) Scheduled Castes Order, 1964

@The Constitution Scheduled Tribes (U.P.) Order, 1967

@The Constitution (Goa, Daman & Diu) Scheduled Castes Order, 1968

@The Constitution (Goa, Daman & Diu) Scheduled Tribes Order, 1968

@The Constitution (Nagaland) Scheduled Tribes Order, 1970

@The Constitution (Sikkim) Scheduled Castes Order, 1978

@The Constitution (Sikkim) Scheduled Tribes Order, 1978

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

This certificate is issued on the basis of the Scheduled Castes / Scheduled tribe

Certificate issued to Shri / Smt* _____ father / mother of Shri / Smt /
Kumari* _____ in District / Division _____ of
the State / Union Territory* _____ who belong
to the _____

Caste / tribe* which is recognized as a Scheduled Caste / Scheduled tribe* in the State /
Union Territory* _____ issued by the
_____ (Name of prescribed authority) vide their
no. _____ dated _____

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

Signature.....

Place.....State/Union Territory

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

(With seal of Office)

* Please delete the words, which are not applicable.

@ Please quote specific Presidential Order.

% Delete the paragraph, which is not applicable.

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

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

1. District Magistrate/Additional District Magistrate/Collector /Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/City Magistrate/Sub-Divisional Magistrate/Taluka Magistrate/Executive Magistrate/Extra Assistant Commissioner (not below the rank of 1st Class Stipendiary Magistrate).
2. Chief Presidency Magistrate / Additional Chief Presidency Magistrate / Presidency Magistrate
3. Revenue Officers not below the rank of Tehsildar.
4. Sub-Divisional Officer of the area where the candidate and/or his family normally resides.
5. Administrator/Secretary to Administrator/Development Officer (Lakshdweep Islands).

Attachment 5

**Tender Acceptance Letter
(To be given by Bidder on Letter Head)**

To,

The Territory Manager

Subject: Acceptance of Terms and Conditions of Tender

Name of the Tender: **{TENDER NO.- CRFQ 1000241696 - e-TENDER FOR OUTSOURCING OF BITUMEN DRUM FILLING & HANDLING ACTIVITY**

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' as 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), attachment(s) etc.), which form part of the contract agreement and I/We shall abide hereby by the terms and conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have been taken into consideration, while submitting the Acceptance Letter.
4. I / We unconditionally accept the tender conditions of the above mentioned tender document(s)/ corrigendum(s) in its totality / entirety.
5. I /We do hereby declare that our Firm/Company has not been blacklisted / debarred by any Government Department / Public Sector Undertaking.

6. I / We certify that all information furnished by our Firm/Company 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 rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Name and Signature of Authorized Signatory with Seal)

Full Name

Address

Tel No.

Date :

Attachment 6

PARTICULARS OF TANK LORRIES OFFERED

Sr No .	Registration Number	Capacity in MT	Engine Number	Chassis Number	Owned / Attached	PESO License Number	Validity	Age of TL's as on date of tender

(YOU MAY SEPERATE USE SHEET TO FILL ALL REQUIRED DATA. THE SAME SHOULD BE SIGNED/SEALED AND SHALL FORM PAGE NO 72 OF TENDER DOCUMENT)

Annexure 4

GENERAL IRREVOCABLE POWER OF ATTORNEY

(On Non-judicial stamp paper of Rs. 100)

We, the undersigned (Bidders for Transportation contract) 1) Shri _____ 2) Shri _____
3) Shri _____ all residing at _____

the Partner(s)/Director(s) of M/s. _____ having its registered office at _____
_____ do hereby nominate, authorise and appoint Shri _____
& Shri _____ who are our Partners/Directors in the firm to act as
attorneys of our firm M/s. _____ with full power and authority to exercise the
following powers or any of them on behalf of our firm.

- i) To sign, seal execute, perfect and/or complete the tender documents of providing barges for transportation of White Oil (HFHSD) by Barges from BPCL, Mumbai to ONGC Nhava Supply Base, by the bidder and also relevant documents required by M/s. BPCL a company incorporated under the Companies Act, 1956 and having its Registered Office at Bharat Bhavan, 4&6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001, hereinafter called the “Company” (which expression shall include its successors and assigns in law) in respect thereof.
- ii) To negotiate, enter into correspondence with the Company and do all everything necessary suitable or proper with regard to the said tender.
- iii) To sign, seal execute, perfect and / or complete Agreement for providing barges for transportation of white oil (HFHSD) from BPCL, Mumbai to ONGC Nhava Supply Baser by the bidder and all and/or any other document, Indemnity bonds etc., required by the Company in connection with the said Agreement.
- iv) To do all acts, deeds as may be necessary for and incidental to the execution of and proper performance of the said Agreement with the Company.

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

This power of attorney shall remain irrevocable till the validity period of our quotation / Agreement / or refund of our Security Deposit, whichever is later.

In witness whereof, we have here-into set and subscribed our hands at Mumbai this ____ day of _____ one thousand nine hundred _____.

SIGNATURES

Signed Seal and delivered by
the within named Partners /
Directors of M/s.
Before me

1) Shri _____
2) Shri _____
3) Shri _____

Notary Public
Notary's Stamp)

ANNEXURE – 5

FORMAT OF DEVIATION STATEMENT

Sr.No.	Clause No	Page No	Deviation Statement

SIGNATURE AND SEAL OF BIDDER'S AUTHORIZED SIGNATORY

Annexure 6

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

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

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

$$Q \times 3.5$$

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

NOTE:

- 1) The retail-selling price of HSD as on the date of the tender will be the base price.
- 2) The escalation / de-escalation of transportation rates will be allowed every month.
- 3) Escalation / de-escalation shall be applicable as per increase / decrease in RSP (Retail selling price of lowest RSP of HSD at Mumbai) of HSD, which will be the weighted average of the RSP of HSD during immediate previous month, and the new transportation rates arrived at on the above dates shall be applicable for a period of subsequent month.
- 4) Only the increase / decrease in RSP of HSD at Mumbai in BPC R.P.O. shall be considered and the escalation / de-escalation factor shall apply. In case of any dispute, the decision of BPCL shall be final and binding.

Annexure 7

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

AFFIDAVIT

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

1. That, I am / we are the owner/s of the following tank-lorry / tank-lorries:

<u>Registration No.</u>	<u>Chassis No</u>	<u>Engine No.</u>	<u>Make / Model</u>
i)			
ii)			
iii)			
iv)			
v)			

2. That, the aforementioned tank-lorries are attached and shall remain attached with M/s _____ (vendor name) till the validity of _____, if awarded by M/s. Bharat Petroleum Corpn. Ltd in favour of M/s. _____ (vendor name) .

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

DEPONENT

VERIFICATION:

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

DEPONENT

Verified at _____ on _____.

Notary Public

Annexure 8

INDUSTRY TRANSPORT DISCIPLINE GUIDELINES-2014

CONTENTS

Chapter No.	Contents	Page Nos.
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2	Transportation	4 - 6
3	Product Loading	7
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8	Adulteration/ Malpractices/Irregularities/ Penalties	15 - 18
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1. INTRODUCTION

1.1 Objective

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

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

1.2 Purpose

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

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

1.3 Scope

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

2. TRANSPORTATION

2.1 Transport Agreement

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

2.2 Fitness of Tank Lorry

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

2.3 Calibration of Tank Lorry

- 2.3.1 The original and a copy of the valid calibration certificate shall be submitted to the loading location. Original certificate shall be returned to the Carrier after verification. TT shall carry valid Calibration Certificate in original issued by Weights and Measure Department at all times.
- 2.3.2 TT shall be calibrated for single capacity in line with MV Act/Petroleum Rules/Weights & Measures Act.
- 2.3.3 Carrier to provide manhole on top of the tank in the geometrical center of the compartment of TT.
- 2.3.4 Carrier to provide dip hole/dip pipe in the geometrical center of the manhole with manhole fittings duly welded.
- 2.3.5 Datum Plate height should not be more than 10 mm from the bottom plate and should be shown in the drawing.
- 2.3.6 Tampering with calibration of vehicle in any manner shall be construed as a malpractice and penal action will be taken against the carrier as outlined under clause no. 8. Further, alleged product losses will be recovered from the carrier from the date of last calibration.
- 2.3.7 The calibration of the TT should be done at the calibration facility provided by the Oil Company or as directed by the Oil Company. Carrier shall produce TT for verification/ checking as and when required by the Oil Company.
- 2.3.8 Carrier shall provide brass/aluminum dip rods individual compartment-wise or single dip rod as per prevailing W&M rules.

2.4 Tank Lorry Accident

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

Oil Company representative and carrier/TT crew. One set of sample shall be sent to the Oil Company's lab for testing, one set to be given to carrier/TT crew and one set to be retained at the location.

- 2.4.6 On receipt of test results from the lab, the carrier shall be suitably advised and action taken.

2.5 Other formalities

- 2.5.1 Carrier shall engage TT driver who has undergone training on transportation of hazardous goods as stipulated under the Motor Vehicle Acts/Rules. The driving license of the driver should be endorsed by Road Transport Authorities to this effect.

- 2.5.2 Emergency Information Panels shall be correctly displayed on the TT as stipulated.

- 2.5.3 The TT registration number shall be painted on the fire extinguishers carried by the TT.

- 2.5.4 Carrier shall submit details of TT crew, verification of antecedents of the TT crew obtained from local Police and a copy of valid driving license of the driver, duly endorsed by RTO for having undergone training for transportation of hazardous goods as per MV Act/Rules, to the base location and obtain entry pass from the location.

- 2.5.5 Before embarking for the delivery it will be carrier's or his representative's responsibility to ensure that TT crew has :

- a. Correct Challan/ Invoice
- b. Correct TREM CARD and standing instructions
- c. Switched on the VMU.

- 2.5.6 The crew of the tank truck who are signing the Invoice at the loading location should deliver product at the destination. In case of substitution of crew due to any reason, the same should be done only after obtaining permission from the location.

3. PRODUCT LOADING

3.1 Quality Control

- 3.1.1 Petroleum products shall be received, stored and delivered ex loading locations in accordance with Industry Quality Control Manual.

- 3.1.2 a. Sales document: Dispatch density of the product at 15⁰ C Celsius shall be indicated on sales document.

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

3.2 Sealing / Locking of Tank Lorry

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

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

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

4. PRODUCT RECEIPT

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

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

4.1 Actions to be taken on arrival of the TT

4.1.1 Recording of timings

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

4.1.2 Checking security locking system

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

4.1.2.2 Dip rod and Calibration checking

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

4.1.3 Density checking

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

4.1.4 Retained Tank Lorry samples

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

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

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

4.1.5 Marker Testing

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

4.2 Procedure for Dealing with Suspected Irregularities

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

- a. Inform sales officer/ loading location.
- b. The TT shall be detained.
- c. The Sales officer/ loading location officer shall draw the samples as mentioned in 4.3.
- d. The sales officer/ loading location officer, TT crew/ carrier's representative & consignee/ consignee's representative, inspecting authority shall prepare a joint statement mentioning the compartment wise observed density / result of the marker test / status of the security locking system and shall sign the statement.

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

4.3 Sampling Procedure for Suspected Irregularities

4.3.1 At the dealer / Direct customer premises

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

4.3.2 Receipt at the locations

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

4.4 Testing of samples at lab

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

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

4.5.1 Testing for specifications

Laboratory will test the RO sample, the last TT retention sample (TL1) and the corresponding supply location sample (SL1) simultaneously and compare the reproducibility / permissible limits of the test values. In case RO sample fails and TL1 passes, then (the second last retention sample) TL2 & (supply location sample corresponding to TL2) SL2 will be tested. In case TL2 fails and SL2 passes, action shall be taken against transporter as per clause 8.1 of ITDG.

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

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

4.5.2 Testing for Marker

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

5. TANK TRUCK/TANK LORRY MONITORING

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

- 5.3 Carrier shall not enter into agreement with the Oil Company by submitting forged documents/ false information.
- 5.4 Bridging TT, only after verifying the product acknowledgement for the previous trip, and seeking clarification in the cases where trip time has exceeded, the TT will be accepted for loading.
- 5.5 In case a TT has not reported for delivery at the receiving location/destination after a reasonable transit time, carrier shall inform loading location and receiving location/destination the reasons for delay and likely date/time of reporting. In case the Corporation does not find the reasons valid, action will be taken as per clause no. 8.
- Even in case of valid reason, not informing the delay as above shall be construed as a malpractice and action will be taken against the carrier as outlined under clause no. 8.
- 5.6 Bridging TT arranged by receiving locations shall be accepted only on the basis of indent slips issued by receiving locations. The receiving location shall issue a serially numbered indent slip before it proceeds to the loading location for uplifting the product. In case of missing of such TT, action as mentioned in item 5.5 above shall be taken.
- 5.7 In case a TT is not received at the receiving location, action shall be taken against the carrier as outlined under clause no. 8.

6. VEHICLE TRACKING SYSTEM

- 6.1 If VMU of the TT is not in working condition, it would be considered that the TT is not fit for loading.
- 6.2 Carrier or his representative shall inform the Oil Company within 30 minutes of stoppage of VMU functioning.
- 6.3 Carrier shall strictly follow the specified route stipulated by the Oil Company. Any unauthorized deviation from the specified route would be considered as a malpractice and action will be taken against the carrier as outlined under clause no. 8.
- 6.4 If it is observed that the VMU, its fittings or fixtures installed on the TT is damaged deliberately by the carrier or his representative, the VMU is switched off en-route, VMU is removed from TT, VMU is used on other vehicles then it would be construed as a malpractice and action will be taken against the carrier as outlined under clause no. 8. Company's decision would be final in determining as to whether it has been damaged deliberately or not.
- 6.5 TT should not make any stoppage en-route. Any stoppage shall be construed as malpractice unless explanation given to the Location In-charge/nominated officer is accepted. If not, action will be taken against the TT/Carrier as outlined in clause 8.2.2.
- 6.6 Carrier to ensure that the TT reaches the destination and delivers product to the consignee within specified trip time. The TT not reaching the destination or unauthorized

delays shall be construed as a malpractice and action will be taken against the carrier as outlined under clause no. 8.

- 6.7 Carrier shall ensure that TT does not exceed the speed limits prescribed by the concerned authorities.

7. HEALTH, SAFETY & ENVIRONMENT

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

8.0 ADULTERATION/ MALPRACTICES/ IRREGULARITIES/ PENALTIES

TT caught for having indulged in adulteration/ malpractices/ irregularities shall be immediately suspended by the location-in-charge. However, an investigation shall be conducted as per the laid down procedure of the company. On investigation, if the adulteration/ malpractice/ irregularities is established then penal actions stipulated as under shall be taken.

8.1 Penalties in case of adulteration

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

a. i. Carriers with single TT

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

ii. Carriers with multiple TTs

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

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

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

8.2 Penalties for malpractices/ irregularities

8.2.1 Malpractices/ irregularities will cover any of the following:

- a. Unauthorized deviation from specified route/ unauthorized delay/ unauthorized en-route stoppage/ not reaching destination/ over speeding/ en-route switching off VMU/ unauthorized removal of VMU/ use of VMU on other vehicles
- b. TT crew found in intoxicated state while on duty.
- c. Irregular reporting of TT at loading location without permission of the location.
- d. Refusal to carry loads allocated by the location.
- e. Reported case of non-wearing of retractable seat belt while driving.
- f. Driving vehicle without cleaner/helper.
- g. Non-functioning of Fire Extinguisher carried by TT.
- h. Polluting environment due to product spillage from tilting or leaky vehicles on road, in case of accident/ unsafe driving
- i. Accident involving injury or damages to the facilities at the work place
- j. Fatal accident at the work place
- k. Tampering with standard fittings of TT including the sealing, security locks, security locking system, calibration, Vehicle Mounted Unit or its fittings/ fixtures
- l. Unauthorized use of TT for products other than the petroleum products for which it has been engaged
- m. Entering into contract based on forged documents/ false information
- n. Entering into an agreement for the same TT with other oil companies
- o. Irregularities under W&M Act
- p. Not lodging FIR with the Police in case of accident, not informing/ submitting accident report to the Oil Company about the accident
- q. Pilferage/ short delivery of product
- r. Any act of the carrier/ carrier's representative that may be harmful to the good name/ image of the Oil Company, its' products or its services.

8.2.2 Penalties upon detection of malpractice/ irregularities

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

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

	(d) Irregular reporting of TT at loading location without permission of the location.			
8.2.2.3	Short delivery of product for established malpractice.	TT shall be blacklisted.		
8.2.2.4	(a) Non-availability/non-functioning of TT fire extinguisher. (b) TT crew found in intoxicated state while on duty. (c) Not wearing uniform. (d) Not wearing PPEs at loading/un-loading locations.	TT shall be suspended for one week.	TT shall be suspended for 3 months.	TT shall be blacklisted.
8.2.2.5	(a) Established tampering/damaging of VMU. (b) Established disconnection of power/cable of VMU enroute. (c) Removal of VMU from original mounting.	TT shall be blacklisted.		
8.2.2.6	Accident at the location leading to injury of persons or damages to the facilities.	TT shall be suspended for 3 months.	TT shall be blacklisted.	
8.2.2.7	Polluting environment due to product spillage from TT.	TT shall be suspended for 3 months.	TT shall be blacklisted.	
8.2.2.8	Established case of pilferage/non-delivery of product.	TT shall be blacklisted.		
8.2.2.9	Fatal accident at the work place.	TT shall be blacklisted.		
8.2.2.10	Irregularities under W&M Act.	TT shall be blacklisted.		
8.2.2.11	Tampering with standard fittings of TT including the sealing, security locks, security locking system, Calibration.	TT shall be blacklisted.		
8.2.2.12	Unauthorized use of TT outside the contract.	TT shall be blacklisted.		
8.2.2.13	Entering into contract based on forged documents/ false information.	TT shall be blacklisted.		
8.2.2.14	Entering into an agreement for the same TT with other oil companies.	TT shall be blacklisted.		
8.2.2.15	Not lodging FIR with the Police in case of accident, not informing/	TT shall be blacklisted.		

	submitting accident report to the Oil Company about the accident.			
8.2.2.16	Any act of the carrier/ carrier's representative that may be harmful to the good name/ image of the Oil Company, its' products or its services.	As decided by the company		

If the complicity of the carrier is detected in case of occurrence of any of above malpractice/ irregularity or incident of malpractice/ irregularity stipulating into blacklisting of second TT of the carrier (during the tenure of the contract), the whole contract comprising of all the TTs belonging to the concerned carrier shall be terminated and the concerned carrier & their all TTs shall be black listed on Industry basis.

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

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

8.2.3 Period of blacklisting

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

Annexure – I

Amendment Record

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

Annexure – II

SAMPLE TAG

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

“The carrier has read and fully aware of the existence of Oil Industry Discipline Guideline 2014 which is part of tender documents and contents therein and further agrees that the said ITDG will be part and parcel of this agreement and the said ITDG will be binding on the carrier as amended/modified from time to time during the period of this agreement including the extensions, if any and for any act/omission from the carrier or ots employees or agents during the period of this agreement including extension, if any.”

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

To,

Territory Manager, (Indl) Mumbai.
M/s Bharat Petroleum Corporation Ltd.,
Mumbai.

Subject : Regarding Holiday Listing Status.

Sir/Madam,

We are participating in Tender no _____ against the
Public Advertisement appeared in Indian National Dailies namely
_____ dated _____.

With ref to clause 3.0 , 7 of tender condition, we would like to declare that we / our firm /
our Company / is currently not served with any "Holiday Listing" orders issued by BPCL
or MOPNG debarring us / our firm / our Company from carrying out business dealing
with BPCL/MOPNG or serving a banning order by another Oil PSE.

Thanking you,

Name and Signature
Name of the firm.

Place:

Date :

Seal of the firm.

SPECIMEN OF PRICE BID

SCHEDULE OF RATES - Tender no : BPC/I&C/WR/03/Bitumen Filling/2015

Sr no	Item Description	Unit	Rate / Unit (amount in Rs)
1	Unloading of Bulk Bitumen/empty drum, storing/stacking of Bulk Bitumen/empty drums, filling of drums with Bitumen including sealing, capping, stacking, stencilling, handling and placement of filled drums for loading on the lorries. with documentation etc as detailed in the scope of work.(Unit rate shall be inclusive of all applicable taxes, levies, duties etc other than service tax).	MT	In Figure : _____ In words : _____ _____
	Service tax @ 14 % (extra)		
2	Transportation of Bulk Bitumen from BPCL Mahul Refinery to drum filling plant, using own/attached tank lorries as detailed in the tender.	MT	In Figure : _____ In words : _____ _____
	Service tax @ 4.2% extra. (Service tax as applicable for transportation charges will be discharged by BPCL.		
	Total Rs. (Inclusive of service tax)	MT	In Figure: _____ In words : _____ _____

Tenderer is required to quote for both line item 1 & 2.

End of tender documents.