

NOTICE INVITING TENDER
TENDER FOR LPG CYLINDER BOTTLING ASSISTANCE AT AGRA, (U.P.)

Sealed tenders are invited under two-bid system from eligible bidders as per following details: Tender No. BPCL/LPG/BTLNG ASST./NR/2013/AGRA(U.P.) for LPG Bottling Assistance in and around Agra, Uttar Pradesh for a period of one year extendable by another period of one year on same terms and conditions. Tender documents can also be obtained from Regional LPG Manager, BPCL, Plot no. A 5&6, Sector 1, NOIDA – 201301, on any working day between 10.30 hours to 17.00 hours from 25.11.2013 to 06.12.2013 against payment of Rs. 2500/- (Rupees Two Thousand Five Hundred only) (Non refundable) by Demand Draft drawn in favour of Bharat Petroleum Corporation Limited payable at Delhi. Tender Due Date : 09.12.2013 at 15.00 Hours Tender Opening : 09.12.2013 at 15.15 Hours. The tender details can also be viewed at our website www.bharatpetroleum.in

DETAILED NOTICE INVITING TENDER (NIT)

1. This tender is issued in Two Bid System (Technical Bid and Price Bid) for LPG Bottling Assistance from the Bottling Plant of Tenderer conforming to OISD-STD-169 or OISD-STD-169A at Agra for Bharat Petroleum Corporation Limited (BPCL) for a period of one year extendable by another period of one year at the sole discretion of BPCL on same terms and conditions.
2. The bottling assistance is required primarily for 14.2 kg and 19.0 kg cylinders. BPCL reserve the right to seek bottling assistance of 5.0 kg, 35.0 kg and 47.5 kg cylinders, as and when required.
3. Bottling Assistance required is approximately 1000 MT per month. However, depending upon the requirement, this quantity may vary. The annual requirement is about 12,000 MT. However, there is no minimum guaranteed quantity.
4. Bids may be submitted by Proprietorship/Partnership/Public Ltd./Private Ltd.
5. Vendors should meet the below mentioned criteria under all the three categories, i.e. Experience, Infrastructure and Financials as on the closing date of the tender.

A. EXPERIENCE :

With respect to experience, Vendors meeting any of the following criteria are qualified :

- i) Parties having at-least one LPG bottling plant in operation in India.

OR

- ii) Parties who have undertaken LPG bottling operation in their plant anytime during last ten years in India.

OR

- iii) Parties having global experience in owning and operating LPG Bottling plant with registered office in India

OR

- iv) Parties having Global / Indian experience of operating plants / terminals of LPG for at-least one year in India or abroad during last ten years with registered office in India

In case of partnership firm, all of the partners jointly owning the major share of the Company (i.e. more than 50%) shall individually meet the “Experience” criteria.

B. INFRASTRUCTURE:

Tenderer should have the LPG bottling plant conforming to OISD-STD-169 / 169 A complying with all statutory requirements duly approved by PESO. The land location should have connectivity to all weather road network for movements of bulk and packed LPG product.

C. FINANCIAL:

- a) Tenderer should have financial capability to provide bottling assistance and is required to submit audited Balance Sheets including profit & loss accounts, Income Tax Returns for the past 3 years and a Solvency Certificate from bank as proof for financial capability.
- b) Average annual turnover of Tenderer during the preceding 3 years ending 31st March should be at-least Rs.20 Lacs.
- c) The net-worth of the tenderer at the end of previous financial year should be at least Rs.15 Lacs.

Non-compliance on any of the above parameters will result in disqualification of the bid.

- 6. The tenderer has to submit EMD of Rs. 1.0 lakh by way of Demand Draft along with Technical / Unpriced Bid in favour of M/s Bharat Petroleum Corporation Ltd., payable at Delhi. The Demand Draft should be drawn on any Nationalized /Scheduled Bank other than Co-operative Bank / Scheduled Co-operative Bank.

Bids received with Demand Drafts for EMD drawn on Co-operative /Scheduled Co-operative Banks will be rejected.

7. EMD of the successful Tenderer will be refunded after submission of Security Deposit by way of Demand Draft / Bank Guarantee. EMD of unsuccessful tenderers will be refunded after finalization of the Order. Interest is not payable on EMD amount.
8. This tender is not transferable.
9. This tender comprises of two parts i.e. technical bid and price bid :

PART – I : TECHNICAL BID

- | | |
|---|-------------------|
| (a) Instructions to Tenderers | - Annexure- I |
| (b) Special Terms & Conditions | - Annexure - II |
| (c) Particulars of Tenderers | - Annexure - III |
| (d) Infrastructure / Facilities Requirement | - Annexure - IV |
| (e) Minimum requirements of equipment and Statutory Approvals /Licenses | - Annexure – V |
| (f) Declaration Forms | - Annexure- VI |
| (g) List of Directors | - Annexure – VII |
| (h) Proforma Agreement for Bottling Assistance | - Annexure – VIII |
| (i) Bank Guarantee Format for Security Deposit | - Annexure – IX |
| (j) Integrity Pact | - Annexure – X |
| (k) Details of Manpower to be Engaged for Plant Operations | - Annexure – XI |
| (l) Discipline Guidelines | - Annexure -XII |

PART-II : PRICE BID

Tenderer have to quote their rates in the format provided as Annexure – II of Price Bid.

One set of Part-I and Part-II with self-addressed envelopes are enclosed. The original copy of “PRICE BID” shall be duly signed and submitted in the envelope marked “PRICE BID”. Similarly, original copy of the Technical Bid shall be duly signed and submitted in the envelope marked “TECHNICAL / UNPRICED BID”. **EMD should be enclosed along with the Technical / Unpriced Bid only. Offers without EMD will be summarily rejected without any notice.** Both the envelopes shall be properly sealed and submitted in the common envelope marked “PRICE & UNPRICED BIDS”, duly sealed and submitted to BPCL.

10. At the time of receipt of tender document, the tenderer should ensure that all the Annexures, with all the pages, are received by them and any claim for non-receipt of any of the documents due to any reasons will not be entertained.
11. Offer should be submitted only in the documents provided and submitted on or before due date and time as specified in the tender notice. Offers received in unsealed / open envelopes shall be rejected. Technical Bids will be opened on the due date & time in the office of the BPCL situated at the Office of Regional LPG Manager, BPCL, Plont No. A 5&6, Sector – 1, NOIDA – 2011301 (U.P.) in the presence of tenderers who wish to attend the opening. Tenders received after the due date and time for any reason, whatsoever, shall not be considered.
12. Price Bids of only those Tenderers, who have qualified in Technical Bid will be opened.
13. The rate quoted should be valid for 180 days from the date of opening of the Price Bid. The negotiated /finalized rate should be valid for entire period of contract, subject to Escalation/de-escalation Clause.
14. The successful tenderer should upgrade the facilities during the contractual period from time to time to comply with the amendments /

changes in statutory regulations / Govt. directives without affecting commercial considerations and/or agreed rate.

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ANNEXURE- I

INSTRUCTIONS TO TENDERERS

1. Tenderers are requested to carefully study all the documents / annexures and understand the TERMS & CONDITIONS before quoting their rates. In case of doubt, written clarification should be obtained, but this shall not be a justification for late submission of the bid or request for extension of due date. Tenderer may also get the clarification, if any, in the pre bid meeting. Offers should strictly be in accordance with the tender terms & conditions and BPCL specifications.
2. All the enclosed Tender documents along with the covering letter will form part of the tender.
3. Tenderers shall return as part of technical bid, the completed Tender Set, duly signed and stamped at the end of each page in token of having read, understood and accepted the terms and conditions.
4. All entries in the documents shall be written in permanent ink or typewritten and there shall be no erasers or over writing. Corrections, if any, should be attested under the full signature/s of the Tenderer.
5. When person signing the documents is not the sole Proprietor or Partner, or Director of the Tenderer, original Power of Attorney or a notarized certified copy thereof, authorising such person to act and sign on behalf of the tenderer shall also be enclosed.
6. It shall be understood that every Endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
7. Tenderers shall submit their offers without any deviations or counter conditions. Offers received with deviations/ subjective or counter conditions/ quantity restrictions are liable to be rejected and no further correspondence/enquiries on this issue by the tenderers shall be entertained.

8. Tenderer's signature on the documents is considered as total acceptance of the terms & conditions and hence "acceptance" need not be mentioned on each page of the offer.

9. **EARNEST MONEY DEPOSIT (EMD) :**

(a) The tenderer has to submit EMD by way of Demand Draft of Rs 1.0 Lakh (Rupees One Lakh Only) along with the Technical/ Unpriced Bid, in favour of M/s Bharat Petroleum Corporation Ltd., payable at Delhi.

The Demand Draft for EMD should be drawn on any Scheduled Bank only.

(b) Cheques, Cash, Money Orders, Fixed deposit Receipts, Bank Guarantees etc., towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues / Bills / Security Deposits of other contracts etc, if any, will not be accepted towards EMD.

(c) Exemption from EMD:

Units registered with National Small Industries Corporation (NSIC) are exempted from payment of EMD, subject to:

- The Unit being registered with NSIC for the item tendered.
- Registration certificate being valid as on due date of submission.
- Technical /Un-priced Bid is accompanied by a photocopy of valid NSIC Registration Certificate/Review certificate duly attested by a gazetted officer / notarized.

Photocopy of application for registration as NSIC or for renewal of NSIC will not be acceptable. Such offers will be treated as offers received without EMD.

(d) Registration with DGS&D will not entitle the Tenderer to claim exemption from payment of EMD.

(e) The EMD is liable to be forfeited, in the event of:

- (i) Withdrawal of offers during the validity period of the offer. This is applicable even in case the Tendere withdraws his/their offer before opening of the Price Bids.

- (ii) Non-acceptance of LOI and/or Orders, if and when issued/placed.
 - (iii) Non-confirmation of acceptance of LOI and/or Orders, within the stipulated time after issuance/placement of LOI/Orders.
 - (iv) Any unilateral revision in the offer made by the tenderer during the validity of the offer.
 - (v) Non-execution of agreement after acceptance of the LOI/order for any reason, whatsoever.
 - (vi) Non-payment of Security Deposit / Caution Deposit against LOIs / Purchase Orders within the stipulated period of 15 days from the date of LOIs/ Purchase Orders, whichever is earlier.
 - (vii) Failure to comply with the OISD-STD 169/ 169A Guidelines / Statutory requirements and/or Requirements suggested by BPCL within 60 days / time stipulated while issuing LOI.
- (f) EMD will be refunded to all the unsuccessful tenderers after finalisation of the Tender. For successful tenderers, refund will be made only on payment of Security Deposit against LOI/ Purchase Order placed. EMD shall not bear any interest and shall be refunded by cheque/e-payment. While claiming refund, the original Cash Receipt issued by BPCL must be surrendered.
10. The contract against this Tender shall be for a period of one year from the date of agreement and is extendable by another one year at the sole discretion of BPCL on same terms and conditions. The rates would be firm for the entire contract period.
11. The rates quoted shall not have any quantity restrictions, subject to maximum of Plant capacity as per OISD-STD-169/ 169A Standard. Offers received with deviation/subjective or counter conditions/quantity restrictions are liable to be rejected and no further correspondence/enquiries on this issue by the tenderers shall be entertained.
12. **ACCEPTANCE OF THE OFFER:**

- (a) Incomplete or conditional submissions, and those with deviations/ subjective or counter conditions/ quantity restrictions or those not accompanied by the requisite documents shall be liable to be rejected and no further correspondence / enquiries on this issue by the tenderer shall be entertained.
- (b) Any terms and conditions attached/printed overleaf of the Tenderer's offer will not be binding on BPCL.
- (c) The BPCL is not bound to accept the lowest offer and reserves the right to reject any and / or every tender without assigning any reason whatsoever and/or place order on one or more tenderers and/or carry out negotiations with any tenderer in the manner considered appropriate by the Corporation. Corporation also reserves right to reject any Un-workable offer.
- (d) Tenderers may have to attend the concerned office of the Corporation for negotiations/ clarifications, if required, at their own cost, in respect of their quotations without any commitment from the Corporation.

13. The offer shall contain

A. TECHNICAL/ UNPRICED BID :

- (a) Annexure-I to Annexure-XII of the tender documents duly filled in, signed & stamped.
- (b) Copy of the initial approval obtained from PESO for the construction of proposed Bottling Plant.
- (c) Certified copy of Partnership Deed/ Memorandum & Articles of Association & Certificate of registration with the Registrar of Companies / Firms
- (d) Certified copies of Registration certificate under NSIC, SSI, DGTD, and Central Excise & Central & State Sales Tax
- (e) Organogram of the organisation/Tender and also proposed organogram for the LPG plant with experience of personnel for the proposed plant.
- (f) EMD in the form of Demand Draft or Certificate for exemption (if applicable) to be enclosed
- (g) Copies of various other documents as enlisted in Annexure-III

- (h) Certificate of Experience as stipulated in item 4 of the Detailed Notice Inviting Tender.
- (i) Copy of Audited Balance sheet for the last 3 years period and in case of Proprietorship/Partnership Firm, IT Returns for the last 3 years period.
- (j) Solvency Certificate from the Banker as proof for financial capability.

The tenderer should sign and stamp each and every page of the tender documents as well as supporting documents submitted with the offer. The supporting documents should be serially numbered and total number of pages submitted should be indicated in the covering letter.

B. PRICE BID :

The Price Bid shall be put in a separate envelope provided by BPCL and marked 'PRICE BID'. The envelope should be sealed and the name of the tenderer should be clearly written on the cover of "Price Bid". Price Bid shall be in line with the terms and conditions of the tender. Price bid with counter conditions will be liable to be rejected.

14. Both the envelopes separately containing sealed "Technical/ Unprice Bid" and "Price Bid" shall be placed in the self-addressed envelope, duly sealed and submitted at the following address on or before the date and time disclosed in Notice Inviting Tender above:

Regional LPG Manager,
Bharat Petroleum Corporation Ltd.
Regional LPG Manager, Bharat Petroleum Corporation Ltd.,
Plot No. A 5&6, Sector – 1,
NOIDA – 2011301 (U.P.)

15. Bids submitted after the due date and time or which are not in the format or not in conformity with the prescribed terms and conditions or specifications shall be summarily rejected and no further correspondence / enquiries shall be entertained on the issue. No responsibility shall be taken by the Corporation for documents received late due to postal delay/any other reason and no claims on this account shall be entertained.

16. Tender documents shall be submitted in sealed envelopes, boldly super scribed on the outer envelope, the Tender number, item, closing date/time and sent by Registered Post / Courier so as to reach the concerned authority or dropped in the tender box as mentioned in the tender forms, on or before the closing due date/time.

17. The rate quoted should be valid for 180 days from the date of opening of the Price Bid. The negotiated /finalized rate should be valid for entire period of contract, subject to Escalation / de-escalation Clause as stated in Annexure-II of this Tender document.

GENERAL:

- No unsolicited correspondence will be entertained while the tender is under finalisation.

- The term “BPCL”, The Corporation and the Company in the appropriate context means Bharat Petroleum Corporation Limited, a Company registered under Indian Companies Act 1913 and includes its successors and assignees.

- The term “CCOE” in the appropriate context means Chief Controller of Explosives. The term “PESO” in the appropriate context means Petroleum and Explosives Safety Organisation.

- The term “OISD” in the appropriate context means Oil Industry Safety Directorate.

- The term “LOI / PO” in the appropriate context means Letter of Intent / Purchase Order.

- The term “LD” in the appropriate context means Liquidated Damages.

- The term “Tenderer/s or Party or Parties” in the appropriate context includes proprietor/ partnership firms, pvt / public limited companies.

ANNEXURE- II

SPECIAL TERMS AND CONDITIONS

1. The Technical Bids will be opened in the presence of all the Parties who may like to be present on the due date of the tender.
2. Price Bids of only technically qualified tenderers will be opened in the presence of attending tenderers. Bids of such Parties if proved to have submitted false data/details in the Technical Bid shall be disqualified.
3. There is no guaranteed quantity.
4. Unsolicited / conditional discounts, if offered by any Tender/s will not be considered and offers of Tenderers offering such unsolicited discounts are liable to be rejected.
5. The contract against this Tender shall be for a period of one year from the date of agreement and is extendable by another one year at the sole discretion of BPCL on same terms and conditions. The rates would be firm for the entire contract.
6. BPCL reserves the right to negotiate with tenderers and counter offer a rate, if required.
7. BPCL reserves the right to foreclose the Tender without assigning any reason prior to issuance of LOI.
8. The Inspection of the Bottling Plant, its Operations and Quality Control checks on LPG cylinders will be carried out by the Corporation officials from time to time and/ or third party appointed by BPCL, to monitor compliance on Quality Assurance. BPCL reserves the right to position their representative at the LPG Bottling Plant to oversee the plant operations etc. for which necessary admin & other facilities shall be provided by the party.
9. The Contract shall not be assigned, transferred, subcontracted or sublet in any manner whatsoever. Any attempt to do so in any manner shall give the right to the Corporation to rescind the contract without restricting recourse to other remedies and claims that can be made by the Corporation.
10. The scope of Corporation shall be limited only to providing Bulk LPG,

Cylinders for Filling, Valves, Caps, Seals, O-rings, printed stationery for invoicing as per details provided with the Performa of Agreement for Bottling Assistance (Annexure VIII).

11. The Corporation or its appointed third party/ agent/ representative shall have the right to carry out the Operational and Safety audit of the Plant. Any deviation found has to be complied by the Party within specified time limit and confirmed in writing, else Corporation reserves the right to take appropriate action as deemed fit and on such case in accordance with Discipline Guidelines, Annexure-XII, BPCL also reserve the right to take assistance from any other Party and debit of the differential cost to the Party.
12. All the costs incurred in replacement of defective cylinder returned from the market would be borne by the party. In case of any accident, any liability or penalty imposed by government / statutory bodies/authorities etc. has to be borne by the successful tenderer. .
13. Packed Transportation from the respective successful LPG Bottling plant to the BPCL's distributors' godowns and/or BPCL Plant/Godowns will be handled by BPCL through its transporters as per Packed Cylinder transportation agreement. Unloading/ loading of cylinders from and into the trucks at the Bottling Plant shall be done by the transporters. Transportation of bulk LPG from BPCL storage/loading base to respective successful tenderer's LPG Bottling plant will be handled by BPCL through their Transporters in line with Bulk LPG transportation agreement .
14. Prior to start of the bottling operation by the successful tenderer, training to all staff of the successful tenderer will be given by BPCL or its approved/appointed/ nominated parties and their understanding levels assessed. Only those workmen and staff, to whom the certificate of participation is issued, shall be allowed to work in the Plant. It is expected that all the staff employed by the successful tenderer have the capabilities to read and write in the local language. All costs in this regard shall be borne by the party.
15. The successful tenderer will have to develop a Manual/ Guidelines on Safety, Plant operations, emergency handling etc, before commencement of operations and comply accordingly during the entire contractual period.
16. CCTV system to be provided at all gates and critical position and 15 days recording to be kept by the Party at their cost during the contractual period.. Any breakdown in the recording system should be brought to the notice of BPCL and rectify in shortest possible time.

17. Before start of the operations, inspection of the plant to be carried out by a competent third party / OISD/ BPCL inspection teams. Deviations if any, observed during such inspection would be required to be complied with as per the agreed and specified time frame before starting the bottling operations. All the costs in this regard need to be borne by the party.
18. Routine inspections shall be carried out through the competent third parties appointed by BPCL or BPCL representative on quarterly basis. Observations made during such inspections to be complied with as per the agreed target dates. Non compliance of observations made during such inspections and other shortcomings in operations, malpractices etc. would attract penal action as detailed in agreement.
19. The Bulk LPG Stored in the Storage tanks should be within the limits approved by CCOE/PESO. Similarly the storage of filled LPG Cylinders should be as per the layout and within the quantity limits approved by CCOE/PESO.

20. Following are to be complied by the Party :

- Bottling Plant should conform to OISD-STD-169/ 169A Standard.
- Ready equipments/ facilities for bottling of the cylinders as per BPCL requirement given in Annexure-IV
- Comply with BPCL/ OMC Industry Operation Manuals/Guidelines and Instructions issued from time to time.
- Facility for on-line connectivity to run SAP system should be available. The requisite training will be imparted to the successful tenderer by BPCL for carrying out the day to day transactions etc.
- Party should have all valid statutory licenses / permissions / NOC and also Explosive License to operate after sunset.
- Manpower engaged for Bottling Plant operation should be qualified as per details given in **Annexure- XI**.

21. RISK PURCHASE :

- a. In case Party fails to fill and supply the safe & sound cylinders for any reason to BPCL distributors and/or BPCL as per the planning/schedule given by BPCL subject to maximum capacity as per applicable OISD standard, letter of warning will be issued to the party. If party fails similarly thrice during the period of 3 months, BPCL reserves the right to take Bottling Assistance from other Party as may be decided by the Corporation. After such three warnings, any extra cost incurred by BPCL to meet the shortfall in indented quantity during that period of time, will be

adjusted against the outstanding bills of the Party or against the Security Deposit which the Party has deposited while signing the contract.

- b. The total number of indents for a particular day has to be executed on the same day or next day. In case next day falls on a holiday, indents should be cleared within the next working day subject to pro-rata bottling of 53.3 MT per day. In case of delay, 1 % deduction on delayed quantity w.r.t. indented quantity from applicable filling contract rates would be deducted for each day of delay subject to a maximum of 10 % deduction.

22. **MAINTENANCE OF INVENTORY/STOCK RECONCILIATION:**

The successful tenderer shall maintain proper records accounting for receipt, usage and balance availability of bulk LPG as well as other material provided by the Corporation, viz., cylinders, valves, caps, seals, o-rings, etc., in SAP system/ manual records as specified by BPCL. Day entries are to be done by the Party on the same day. In case it is found that any day entry is not done by the Party in time, BPCL will take necessary action against the Party as per **Annexure-XII** and/or Agreement.

23. **SECURITY DEPOSIT :**

All successful tenderers, who are offering ready Bottling Plant will be required to furnish Security Deposit of Rs. 40.00 Lacs. The security deposit would be reviewed by BPCL during extension period, if exercised considering the applicable penal rate of product and cylinders and revised security deposit to be submitted by the party.

The above Security Deposit should be submitted in the form of a crossed A/c Payee Demand Draft drawn on only Nationalized Bank or Scheduled Bank in favor of “**Bharat Petroleum Corporation Ltd.**” payable at Delhi. Alternately, the Security Deposit may be furnished in the form a Bank Guarantee as per the format provided vide Annexure-IX. The Corporation reserves the right to adjust the Security Deposit towards any of the dues to the Corporation by way of Liquidated Damages, Risk Purchase, Recoverable against materials provided, and any other liabilities recoverable from the successful Tenderers. The Security Deposit/Bank Guarantee should be from any Nationalised/ Scheduled Bank other than Co-operative Bank / Scheduled Co-operative Bank and should be valid for 6 months beyond expiration of the contract.

24. The Plant operations will be in line with the BPCL/OMC Operational Manuals/ guidelines and as per terms and conditions of Agreement. In case of any repeated violations and unsafe practices being followed by the Party, BPCL will have the right to impose damages / terminate the contract as per the provisions of Discipline Guidelines as referred in Annexure XII and as per provisions of the Agreement- Annexure-VIII.
25. Party shall only carry out the bottling for BPCL and shall not use the facilities to fill cylinders for others without prior permission from BPCL.
26. The successful tenderer shall abide by all security / safety rules regulations etc. in force at location and laws, bye-laws and statutes of Government, semi-Government and other local authorities such as requirements / liabilities under enactments like the Workmen's Compensation Act, Contract Labour Act and any other laws applicable from time to time and the party agrees to indemnify BPCL from all claims in case of any loss/damage to property, safety issues, statutory non compliances arising out of fault and /or willful acts of omission of party their employees, agents, representatives etc.
27. The Plant must have proper approach for a smooth access of Heavy Vehicles with bulk as well as packed LPG.
28. It is upto the discretion of BPCL to accept the whole or part of the capacity offered by the tenderer. Also BPCL at its sole judgment and discretion can accept the part capacity and later on enhance the same depending upon the increase in the market demand.
29. The facilities in the plants in operation offered by the tenderer to BPCL for bottling shall be reviewed by BPCL, in line with its own requirements, and the successful tenderer has to upgrade all the facilities as required by BPCL from time to time during the contract period..
30. The execution of agreement and/or award of work will be subject to compliance / fulfillment of terms and conditions of LOI and compliance with all the Act/Rules applicable and Statutory provision/requirement and Government/Local body/authorities and obtaining such required/necessary approvals from such Authorities and inspection of the plant carried out by BPCL officials and/or their representative/agent.
31. In case of power failure, provision of adequate No. of DG Sets shall be made available at the Plant for full load operation, lighting and critical equipment running by the successful tender at their cost.

32. BPCL also reserves the right to cancel the tender in whole or part as the case may be at its sole discretion and without assigning any reason whatsoever.
33. BPCL reserves the right to accept or reject the tender in whole or part without assigning any reason.
34. While accepting the tender, the prime consideration will be given to the overall cost (both operational and logistics) to the advantage of BPCL. Decision of BPCL in this regard is final and binding and shall not be questionable.
35. BPCL reserves the right to extend the last date for submission of the tender in which case the rates quoted should be valid for the extended period also.
36. Courts in the city of Delhi alone shall have jurisdiction to entertain any application or other proceedings in respect of any dispute arising under this tender before, after or during the finalisation of the tender.
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PARTICULARS OF TENDERER

1. Name of the firm / entity:

2. Address: Office:

Plant:

Tel No: Office:

Plant:

Fax No: Office:

Plant:

MARKET STANDING & FINANCIAL CAPABILITY

3. Constitution of the firm:

- a) Sole Proprietor/Partnership
- b) Private Limited Company
- c) Public Limited Company
- d) Any other

(Certified copy of Partnership Deed/ Memorandum of Articles of Association to be enclosed.)

4. Name & address of the Proprietors / Partners / Directors with % of share holding / Profit Share. :

5. Names of the persons holding the Power of Attorney, their Designations, addresses and telephone Nos.

Sign and Seal of the Tenderer

6. Please indicate the details of your sister concerns/ firms having Common partner(s) in case of Partnership Firms/ Shareholder(s) in case of Private Limited companies.
7. Year of Establishment / Registration & Date. :
(Certified copy of the Registration Certificate issued by Registrar of firms/ Companies to be enclosed)
8. Registration No.:
Under Companies Act :
Small Scale Industries :
DGTD :
Central Excise Dept.: (Copies of Regn. Certificates for all above to be enclosed)
9. Details of Capital Investment:
(Authorised share capital, subscribed share capital, paid up capital)
- (Audited statement of P & L a/c and Balance Sheet for the last three years to be enclosed)
- Net worth of the company
- 2010-11:
- 2011-12:
- 2012-13:

10. Name of Bankers & Full Address :
(Bankers Certificate indicating
Credit worthiness (in value) of the
firm to be enclosed in a separate
sealed cover)
11. Credit arrangement with Bankers
along with the limit for Bank
Guarantee.
12. Solvency Certificate from
scheduled bank

TECHNICAL EXPERTISE AND ORGANISATIONAL CAPABILITY

13. Range of products/Other
businesses of the
Company/Firm:
14. Year of commencement of :
production
15. Is the Unit certified by ISO:
(If yes, certificate copy to be
provided)
16. Weekly off day for the Unit :
17. Annual Turnover in the last 3 yrs. :
- 2010-11:
- 2011-12:
- 2012-13:

*(Certified copies of Audited Balance Sheets
and P&L Statements to be enclosed)*

18.No. of persons employed: Office Plant

 Skilled :

 Unskilled :

(Please enclose a copy of the organogram indicating the quality/production managers and QC engineers/ supervisors with their qualifications.)

19. List of large companies to which similar items have been supplied earlier with details of value of order & year of execution.

20. Sales Tax Registration / TIN No

:

(a) State Sales Tax

(b) Central Sales Tax

(c) TIN :

(Enclose copies of Regn. certificates)

(d) Sales Tax Exemption Status :

21. PAN no. (certified copy to be enclosed.):

22. Bank details :

Attached NEFT / RTGS mandate form
& Blank crossed cheque

23. Details of Registration, if any, with Oil Companies (IOC/BPC/HPC), and other organizations/ Public Sector undertaking .

24. Details of experience in line with item 5 of Notice Inviting Tender

25. Infrastructure details

Sign and Seal of the Tenderer

(all documents as item 5 (B) of
Notice Inviting Tender v)

The following documents to be enclosed in support of the details provided:

1. Solvency Certificate from bankers
2. EPF Registration Certificate
3. ESIC Registration Certificate
4. Undertaking from you certifying that the details furnished are factual and true.
5. Audited Balance Sheet and Profit & Loss Account for the last 3 years.

INFRASTRUCTURE / FACILITIES REQUIREMENTS

A. MINIMUM FACILITIES/EQUIPMENT REQUIREMENT/ CODES TO BE FOLLOWED :

1. For the layout of the location, the facilities installed and the safety system in the plant, the SMPV (unfired) rules 1981 and OISD-STD : 169 / 169 A are to be followed.
2. Bulk storage of minimum 100 MT (total) in minimum 3 nos. storage vessels with minimum fittings as per SMPV rules and OISD standard – 169 A. Bulk storage may be kept at a total of 60 MT for OISD-169 plant.
3. Carousel / Stationary Filling machines with filling accuracy of 50 g.
4. Chain Conveyor system for cylinder handling from unloading of trucks to loading of cylinders in the trucks.
5. Filling shed/ Empty Cylinder Storage Shed with mastic flooring to store :- 600 Cyls.
6. Filled. Cylinder Shed with mastic flooring to store min. 600 Cylinders.
7. Fittings & Instrumentation :- as per OISD-STD-169/69 A
8. One no. Online check weight scale electronic type with an accuracy of 10 g and 100kg capacity.
9. One no. online electronic GD & PT unit to detect pin leakage and O-ring of Cylinder valve with 0.5 gm/hr sensitivity or CVTs.
10. Facility for correction of overfilled/under filled cylinders
11. Valve change facilities
12. Online test bath
13. Online Hot air sealing system
14. SQC loops with new electronic scale of accuracy 10 g and 100 kg capacity and CVT.
15. Adequate LPG pumps & compressors suitable for unloading Bulk T/Ts to take care of cylinder filling and bulk unloading requirement.
16. Facility for evacuation of defective cylinders.
17. Cylinder purging facility
18. Cylinder depressurizing facility.
19. Tank Lorry unloading Gantry
20. LPG Pipeline :- Seamless pipeline ASTM-A-106
21. Vapour extraction unit & Gas Monitoring system at strategic locations as per OISD-STD-169/ 169A as applicable.
22. CVT verifier
23. Lighting as per OISD-STD-169/169A
24. Electric power supply system and DG sets for critical operations like filling, unloading etc. to maintain uninterrupted supplies.
25. Fire Protection & Safety system of the plant should be in line with OISD standard 169 or OISD-STD-169A as applicable: CCTV system at all Gates and critical positions with min. 15 days of recording

26. Electronic Weigh bridge – Capacity 50 MT preferable with connectivity to SAP.
27. Computerized invoicing facility with Printer and UPS
28. Admin/security/MCC/FF /Store etc and Bulk & Packed truck parking area.

**MINIMUM REQUIREMENTS OF EQUIPMENT& STATUTORY
APPROVALS/ LICENSES**

The successful parties have to submit the following approvals and should have the following machines / equipments which is the minimum requirement for operating the Plant:

A. STATUTORY APPROVALS/LICENSES FROM :

1. Licence from PESO/ CCOE for Bulk Storage, filling of cylinders and storage of filled cylinders
2. Inspectorate of Factories
3. Pollution Control Board
4. Electricity Authorities /Electrical Inspector.
5. W & M Dept for the dead weights, weighing and filling machines in use.
6. Public Liability Insurance.
7. Approvals from District, Gram Panchayat/ Municipal authorities.
8. All other applicable local and other statutory approvals.

In case, any approval is not required for any particular area/location, party should submit the documentary proof for the same.

DECLARATION FORMS**DETAILS OF RELATIONSHIP WITH BPC DIRECTORS**

Please furnish following details in the appropriate part based on your organizational structure:

ORGANISATIONAL STRUCTURE	PART OF THE FORM APPLICABLE
SOLE PROPRIETOR	PART – A
PARTNERSHIP FIRM	PART – B
PRIVATE / PUBLIC LTD. CO.	PART – C

PART- A

(applicable where Party is Sole Proprietor)

1. Name of Party :

2. Address :

- Office :

- Residence :

3. Telephone :

Sign and Seal of the Tenderer

4. State whether Party is : Yes/No*
related to any of the director(s)
of BPCL
5. If `Yes' to 4, state the name of :
the Director and party's
relationship with him/her.

* Strike off whichever is not applicable.

PART -B

(Applicable where the Party is a partnership firm)

1. Name of the Partnership firm :
2. Address & Tel. No. with STD Code:
3. Name of Partners :
4. State whether any of the partner : Yes/No*
is related to any of the Director of BPCL
5. If `Yes' to 4, state the names(s) :
of Director//s and partners
Relationship with him/her.

* Strike off whichever is not applicable.

PART -C

(applicable where the Party is a Public / Private Ltd. Co.)

1. Name of the Company :

2. Address & tel. No. with STD Code of Regd. Office :

Principal Office :

3. State whether the company is a Pvt. Ltd. Co. or Public Ltd Co. :

4. Names of Directors of the Company :

5. State whether any of the Director of your Company is Director of BPC. : Yes/No*

6. If 'Yes' to (5) state the name(s) of the Director/s :

7. State whether any of the Director of your Company is related to any of the Directors of BPC. : Yes/No*

8. If 'Yes' to (7) state the name(s) of Director and the concerned Director's (of the Party) Relationship with him/her :

* Strike off whichever is not applicable.

ANNEXURE-VII

LIST OF DIRECTORS OF BHARAT PETROLEUM CORP. LTD.

SHRI S. VARADARAJAN -	Chairman & Managing Director
SHRI K.K.GUPTA -	Director (Marketing)
SHRI B.K. DATTA -	Director (Refineries)
SHRI S. VARADARAJAN -	Director (Finance),
SHRI S. P.GATHOO -	Director (HR),

PROFORMA OF AGREEMENT

This agreement made at _____ on this _____ day of _____ Two Thousand and _____ between M/s. xxxxx (Tenderer) a proprietorship/partnership/company registered under Companies Act 1956 having their Registered Office at _____ hereinafter called 'Licensee' (which expression shall unless repugnant to the context, mean and include their successors permitted assigns) on the one part and M/s. Bharat Petroleum Corpn. Ltd., a Government of India Enterprise, registered as a Company under the Indian Companies Act, 1913, having its Registered Office at Bharat Bhavan, Currimbhoy Road, Ballard Estate, Mumbai 400 001 hereinafter called as 'BPCL'(which expression shall unless repugnant to the context, mean and include their successors and permitted assigns) on the other part.

Hereinafter both the Licensee and BPCL shall be collectively referred to as "Parties and individually as "Party"

Whereas BPCL carries on the business of refining, distribution and sale of petroleum products and more particularly of LPG.

Whereas, being desirous of obtaining LPG Cylinders bottling assistance BPCL had floated tender No. _____ dated _____.

And whereas Licensee has, in order to meet LPG Bottling Assistance requirements of BPC agreed to supply from its LPG Bottling Plant at ----- with facilities as described at **Annexure -----** hereto (the "**Plant**") and from which Licensee will provide LPG Bottling Assistance (as defined hereinafter) to BPCL subject to and on the terms contained in this Agreement.

And whereas BPCL, based on the offer of the Tenderer, has agreed to appoint the Tenderer as its Licensee for storing LPG, giving bottling assistance in LPG cylinders for _____ MT (approx.) per month. However, depending upon the requirement, this quantity may vary. .

BPCL reserves the right without any reference to or consent of 'Licensee' to

construct and establish one or more additional LPG Bottling Plants in the State of Maharashtra and BPCL shall be entitled to store and distribute its petroleum products from such additional LPG Bottling Plants without any objection from 'Licensee' and 'Licensee' shall not be entitled to claim any overriding remuneration, commission or charges or allowance for the purpose.

And whereas 'Licensee' has agreed to receive and store bulk LPG of BPCL and also receive and store empty cylinders, bottle and deliver packed cylinders belonging to and on behalf of BPCL by complying with all necessary Rules, Regulations, instructions and directions relevant, applicable and issued by the Government of India / state government, statutory & local, and BPCL from time to time AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

In this agreement unless otherwise specifically provided or defined and unless a contrary intention appears from the agreement the following words and expressions are used in the following meanings:

- 1.1 BPCL shall mean "BHARAT PETROLEUM CORPORATION LIMITED", a Company incorporated in India and having its registered Office at Bharat Bhavan, Currimbhoy Road, Ballard Estate, Mumbai 400 001 and shall include its successors and assigns.
- 1.2 "Tenderer" shall mean the tenderer whose tender has been accepted by BPCL desirous for rendering bottling assistance from their _____ Bottling Plant and 'Licensee' means the party namely Ms/ who has been awarded the tender for bottling assistance.
- 1.3 "LPG PLANT" shall mean LPG BOTTLING PLANT at _____ belonging to Licensee, located in District _____ State _____ conforming to OISD-STD-169/ 169 A standard.
- 1.4 "AGREEMENT" shall mean the totality of the agreement between the Parties as derived from the agreement documents.
- 1.5 "AGREEMENT DOCUMENTS" shall mean the tender documents as laid out in the Clause 1.9 of this Agreement.
- 1.6 "ADVICE" shall mean any written order or instruction given by " BPCL

- 1.7 "ACCEPTANCE OF TENDER" shall mean the Acceptance of Tender conveyed by BPCL to the Tenderer.
- 1.8 "SECURITY DEPOSIT" shall mean the Security Deposits as specified in Clause 22 of this Agreement.
- 1.9 "TENDER DOCUMENTS" shall mean the entire set of tender documents.
- 1.10 "PLANT PREMISES" means areas covered by the boundary wall of LPG Plant.
- 1.11 The "LPG" stands for Liquefied Petroleum Gas, mixture of certain hydrocarbons predominantly a mixture of butane and propane, condensed to liquid state at normal ambient temperature by the application of pressure and which conforms to IS: 4576, having vapor pressure not exceeding 16.9 kg/cm square at 65 deg C.
- 1.12 The "BULK LPG" means LPG in bulk quantity received by road tankers and stored in storage vessels and handled through pipelines, filling machines, compressors, pumps etc.
- 1.13 "LPG Bottling Assistance" shall mean to receive, store LPG product, cylinders, and materials supplied by BPCL, bottling BPCL's LPG product and deliver packed cylinders for and on behalf of BPCL
- 1.14 "LPG TANK TRUCK UNLOADING" means unloading of Liquid phase of bulk LPG from pressure vessel of tank truck and thereafter recovering vapor phase of LPG till pressure in tank truck bullet is brought down to 1.5 kg/cm²g.
- 1.15 The "PACKED LPG" means LPG filled in cylinders.
- 1.16 "CYLINDER" means a metal container utilized for storing LPG conforming to IS 3196 and as certified by BIS and as approved by CCE/PESO.
- 1.17 The "VALVES" means a valve which is fitted on a cylinder confirming to IS-8737 and as approved by CCE/PESO.
- 1.18 The "O RING" means a joint packing, which is fitted in the valve.
- 1.19 "SAFETY CAP" means cap fitted on valve to prevent leaks and withstand pressure of 17 kg/cm².
- 1.20 "PURGING OF CYLINDERS," means introducing LPG inside degassed cylinders and displacing air from the cylinder.
- 1.21 "PURGED CYLINDER" means a cylinder, which has already been commissioned as per above.

- 1.22 The "SEAL" means PVC/Aluminium Seals put on the cap of the valve of the cylinder for the purpose of sealing a cylinder after it has been filled with LPG.
- 1.23 The "SOUND FILLED CYLINDER" means the cylinder conforming to IS-13258 and which has been filled with LPG and kept ready for dispatch and marketable in all respects.
- 1.24 The "DEFECTIVE FILLED CYLINDER" means the cylinder, which is not fit for dispatch and marketable for one reason or other. It could also mean a defective cylinder received from the market.
- 1.25 The "SOUND CYLINDER" means the cylinder meeting IS-13258 Standards.
- 1.26 The "DEFECTIVE CYLINDER" means cylinder, which is empty, and not fit for filling. It may be purged or unpurged.
- 1.27 "MANDATORY TEST CYLINDER" means a cylinder, which is due for statutory testing.
- 1.28 "NEW CYLINDER" means a cylinder, which has been received, directly from manufacturer or new cylinder supplied by "Tenderer" from his stocks and is not purged.
- 1.29 "REJECTED CYLINDER" means a cylinder not meeting IS: 13258 and not serviceable and kept ready for crushing and disposal.
- 1.30 "FILLING GUN" means equipment used for fixing on the cylinder valve at filling scales for filling LPG.
- 1.31 "DEGASSED CYLINDER" means cylinder where LPG is emptied out by displacing with water.
- 1.32 "VALVE LEAK" means LPG leakage through valve joint or spindle seat of the valve.
- 1.33 "BUNG LEAK" means LPG leakage through the nozzle of cylinder meant for fixing cylinder valve.
- 1.34 "O RING" defect means 'O' ring which is worn/damaged and which can result in LPG leakage when regulator is fixed on cylinder.
- 1.35 The "EVACUATION UNIT" means set of equipments used in the process of evacuating defective filled cylinders.
- 1.36 "CVT" or "COMPACT VALVE TESTER" means an equipment meant for detecting valve/'O' ring leak of LPG from valve of cylinder.
- 1.37 "DEPRESSURISED CYLINDER" means LPG Cylinder where LPG is vented out fully from cylinders.

- 1.38 "HOT REPAIR" means repairing of degassed damaged part of cylinders i.e. VP Ring, foot ring etc. (after degassing the cylinder) through hot work namely gas cutting and welding and thereafter stress relieving the cylinder.
- 1.39 COLD REPAIR" means repair of LPG Cylinder, which does not involve any hot work as mentioned above.
- 1.40 "SPURIOUS CYLINDER" means LPG Cylinder, which is not owned by any of the OMC Company marketing LPG and also not certified by BIS.
- 1.41 "BIS" means Bureau of Indian Standards.
- 1.42 "CCE/CCOE" means Chief Controller of Explosives, "PESO" means Petroleum & Explosives Safety Organisation.
- 1.43 Packed Transportation means trucks transporting cylinders from / to the party's bottling plant, to/from BPCL plant / distributors including handling of cylinders for loading / unloading at both ends.

Interpretation of Titles and Headings

Unless otherwise stated or unless the context otherwise requires, in this Agreement:

- (a) The titles or headings of the Clauses and sub-clauses in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.
- (b) Singular shall include plural and vice versa wherever the context so admits or requires.
- (c) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.
- (d) References to this Agreement shall mean and include an appropriate reference to the Annexures.
- (e) The headings are inserted for convenience and are to be ignored for the purposes of construction.

2. AWARD OF WORK AND ITS DURATION

- a. BPCL hereby awards the work to Licensee for rendering LPG Cylinder Bottling Assistance by receiving and storing bulk LPG product of BPCL at the "LPG Plant" for bottling and such related and ancillary activities connected with receipt and storing of BPCL's LPG in bulk storage vessels and bottling in empty cylinders and delivering of packed (filled) cylinders to and on behalf of BPCL upon the terms and conditions contained herein after.
- b. The bottling assistance is required primarily for 14.2 kg and 19.0 kg LPG cylinders. BPCL also reserves the right to seek bottling assistance of 5.0 kg, 35.0 kg & 47.5 kg cylinders, or any other size / capacity as and when required.
- c. This agreement shall remain in force for one year with effect from
- d. Upon expiry of the aforesaid period of one year, the Corporation may, at its option, enter into a fresh Agreement with the licensee for further periods of one year on the same terms and conditions as herein contained.
- e. That the LPG, Cylinders, Regulators, SC Valves, consumables etc. supplied by BPCL stored at the LPG Bottling Plant shall be exclusively and absolutely owned by BPCL and Licensee acknowledges and agrees that (a) it has no proprietary rights in or to the said Products and (b) it shall not at any time challenge or otherwise oppose BPCL's ownership.
- f. 'Licensee' hereby agrees with BPCL that the LPG Bottling Assistance shall be performed under and in accordance with this Agreement with due diligence and efficiency, professional skill and workmanship, sound principles and prevailing industry practices, statutory requirements as per the applicable laws of India relating to health, safety at work, environmental protection and fire prevention, and in accordance with the requirements of the relevant Approvals, Licences and Permits;
- g. 'Licensee' shall obtain and maintain the necessary permits, licenses and approvals and comply with all applicable law , statutory requirements and regulations being in-force from time to time relating to LPG Bottling Assistance to carry out its obligations under the Agreement.
- h. The Terminal will be adequately manned by well-qualified and

appropriately experienced manpower.

- i. 'Licensee' shall abide by and comply with all the Petroleum Act, 1934, Legal Metrology Act, 2009 and the rules framed there under for the time being in force as also any other laws, rules or regulation either of the Government or any local body as be in force.

3. RECEIPT AND STORAGE OF BULK LPG

BPCL shall arrange delivery of bulk LPG to "the LPG Bottling Plant" through tank trucks. 'Licensee' shall receive and store LPG so received, in the storage tanks at "the LPG Bottling Plant" on " BPCL account by complying with the requirements for receipt and storing LPG and account for the receipt in terms of procedure prescribed by " BPCL " and accepted by 'Licensee' as detailed herein after and /or from time to time.

It is also to be ensured that minimum storage vessels capacity shall be 450 MT. The Bulk LPG Stored in the Storage tanks should be within the limits approved by CCOE/PESO. Similarly the storage of filled LPG Cylinders should be as per the layout and within the quantity limits approved by CCOE/PESO.

4. MEASUREMENT OF BULK LPG

'Licensee' shall weigh the LPG tank trucks alongwith bulk LPG on the weighbridge for determining the gross weight. Thereafter, bulk LPG from the tank truck shall be transferred to the storage tanks of "the LPG Bottling Plant". Upon completion of transfer of bulk LPG from the tank truck to the storage tank, the empty tank truck shall be weighed for ascertaining the tare weight of the tank truck. The total quantity/quality of bulk LPG mentioned in the Transshipment Order Advice (TOA) i.e. the document prepared by the shipping location of bulk LPG and accompanying each tank truck shall be the quantity of bulk LPG received by 'Licensee' at "the LPG Bottling Plant" for all such transactions, in which variation is within – 40 Kg.

Any shortage of 40 Kg and beyond shall be debited to the transporter as per transport contract of BPCL, and in such cases, the difference between the gross weight and tare weight of the tank truck as weighed at the Bottling Plant, shall be quantity of bulk LPG received by 'Licensee' at "the LPG Bottling Plant".

'Licensee' shall make necessary entries in the TOA for the total quantity/quality of bulk LPG so received at "the LPG Bottling Plant" and the difference, if any between the quantity of bulk LPG indicated in the TOA and the receipt, and obtain acknowledgement of the transporter for actual quantity received. The acknowledgement so made by 'Licensee' shall be complete proof of quantity / quality of bulk LPG received by them.

'Licensee' shall make necessary entries in the SAP system for having received the above Bulk LPG quantities.

5. RECEIPT OF CYLINDERS ON BEHALF OF BPCL

- a) 'Licensee' shall receive empty cylinders from " BPCL ", their distributor network and the manufacturers authorized by " BPCL ".
- b) 'Licensee' shall inspect all those cylinders received at the LPG Bottling Plant" and identify those cylinders which are not of " BPCL " and store them separately. 'Licensee' shall maintain accounts for receipt of cylinders and shall send Daily/ weekly/monthly statements to " BPCL " those receipts

6. SEGREGATION OF CYLINDERS

- a) 'Licensee' shall segregate "BPCL" cylinders received and identified distributor wise as above under the following categories--
 - i) Good/usable cylinders
 - ii) Cylinders due for mandatory testing
 - iii) Cylinders due for cold/hot repairs
 - iv) Defective and leaky cylinders
 - v) Spurious cylinders
 - vi) Cylinders belonging to other Oil Companies / Parallel Marketers.
 - vii) Rejected cylinders
- b) 'Licensee' shall keep record of the cylinders under the categories mentioned above and shall give intimation to " BPCL " of the same on a Daily basis or as specified by BPCL.

- c) 'Licensee' shall dispatch for necessary testing and repairs to parties as per " BPCL " advise, such cylinders that are earmarked for mandatory testing, alongwith cylinders identified for hot and cold repairs. Such cylinders on being received back from third party appointed by BPCL as applicable after testing and repairs, shall be inspected by 'Licensee' as per" BPCL " directives and as per the format prescribed by "BPCL" in that regard and segregate such cylinders under the above mentioned categories if they are still found to be defective, etc.
- d) 'Licensee' shall carry out the job of marking of tare weight and net weight on all the cylinders finally identified for filling LPG, in case the same are not legible on such cylinders. No separate charges will be paid for same.
- e) All the costs incurred in replacement of defective cylinder returned from the market would be borne by the party. In case of any accident, any liability or penalty imposed by government / statutory bodies/authorities etc. has to be borne by Licensee.

7. SPURIOUS CYLINDERS

The spurious cylinders identified by 'Licensee' as mentioned in Clause 5(b) & 6 (v) above, and intimation of which has been given to BPCL shall be kept separately by 'Licensee' at "the LPG Bottling Plant". 'Licensee' shall maintain records of spurious cylinders and give intimation of such cylinders to BPCL " and shall keep them, in a separately identifiable place at "the LPG Bottling Plant". 'Licensee' shall take action of these spurious cylinders according to the advice that may be given by " BPCL that regard.

8. PURGING OF CYLINDERS

'Licensee' shall purge at "the LPG Bottling Plant" the following types of cylinders received by them on behalf of BPCL ". Purging shall be carried out according to the directions detailed in that regard

- (i) New cylinders received from the manufacturers or BPC Bottling plant.
- (ii) Cylinders received after mandatory testing/hot repair/cold repair.

9. RECEIPT AND STORAGE ETC., OF REGULATORS AND VALVES

'Licensee' shall receive and store the regulators and valves supplied by " BPCL, their distributor and manufacturers authorized by BPCL at "the LPG Bottling Plant". 'Licensee' shall deliver the regulators to " BPCL distributors as per advises that are issued by " BPCL " in that regard. 'Licensee' shall maintain proper records for the regulators and valves received, stored and dispatched and the balance stock of regulators and valves at "the LPG Bottling Plant". Defective regulators and valves will be handed over back to BPCL.

10. PROVISION OF CYLINDER CONSUMABLES

BPCL shall supply to 'Licensee' all cylinder consumables namely safety caps, 'O' ring of cylinder valves, seals, neck labels etc. that are required for filled cylinders. Supply of these consumables could be on actual basis subject to maximum of:

Safety caps: 3 % of average cylinders filled per month.

'O' Ring of cylinder valve : 3 % of monthly average cylinders filled.

Seals for filled cylinders : 105 % of monthly average cylinders filled

Neck labels: 100% of the cylinders filled if required.

Cylinder valves: 0.6% of monthly average cylinders filled. However, the replacement of valves would be to the extent of actuals.

If additional quantity is required for above items, the same will be supplied at the rate determined by BPCL as on date of supply.

11. BOTTLING OF LPG

'Licensee' shall provide bottling assistance for approximately per month. However, depending upon the requirement, this quantity may vary. The requirement is approx. per annum. There is no minimum guaranteed quantity..

Additional quantities as per rates offered would be taken by BPCL at its sole discretions which the party has to be supply. In case of failure to meet the bottling assistance by party, BPCL would take the quantity from alternate sources and recover the differential cost from Party's pending bills, security deposit etc.

12. FILLING OF LPG CYLINDERS

- a) 'Licensee' shall fill into good and usable empty cylinders conforming to IS-13258 at "the LPG Bottling Plant" to the extent of the capacity of each such LPG cylinder. The weight of the LPG contained in a cylinder shall not vary by a difference of +150 gms and – NIL of the net weight of the cylinder i.e. 14.2 kg as indicated on it and as specified by the norms of W&M/ Legal metrology department. The permissible weight variation in various categories of cylinders shall be in line with W&M/ Legal metrology department or OISD-STD-169/169A whichever is less.
- b) 'Licensee' shall segregate all LPG filled cylinders which contain less/more quantity of LPG than as mentioned in (a) above and shall fill/remove LPG into/from the same so as to bring them to the prescribed standard weight mentioned in 'a' above.
- c) 'Licensee' shall check all LPG filled cylinders for any leak through cylinder body or bung joint, valve, 'O' ring defects etc., as per the specifications and directions prescribed by " BPCL in that regard and replace the defective ' O' rings at no extra cost.
- d) 'Licensee' shall cap, seal and fix neck label on all filled LPG cylinders meeting the above mentioned requirements.
- e) 'Licensee' shall segregate all such LPG filled Cylinders which are found to be defective on account of leakage of LPG and shall evacuate LPG from such cylinders as per the procedure relevant in that regard and shall correct the defect so as to make the cylinder fit and proper in all respects. Such leaky Cylinders, which cannot be set right for filling LPG, shall be segregated and removed from the system for purposes of hot repairs or cold repairs. For valve leak cylinders, valves shall be replaced with valves provided by BPCL for bung leak cylinders refixing of same valve shall be done. Where cylinder 'O' rings have defect 'O' ring shall be changed with new 'O' ring supplied by BPCL and same rechecked. Body leak cylinders shall be evacuated, depressurized, degassed and will be kept separately.
- f) 'Licensee' shall fill into good and usable empty cylinders of any capacity and type as per directions given by BPCL in that regard from time to time.

13. STORAGE OF FILLED LPG CYLINDERS

'Licensee' shall store filled LPG Cylinders at the earmarked place at "the LPG Bottling Plant" as per rules prescribed in that regard.

14. DESPATCH OF FILLED LPG CYLINDERS

- a) " BPCL " shall issue instructions/advises to 'Licensee' regarding dispatch/delivery of filled LPG cylinders. Cylinders so dispatched should be :
- i) In sound condition with correct weight as specified under Clause 12 (a) of this agreement and should not have any leaks. The cylinder should meet IS 13258 and should be capped, sealed and provided with neck label and the tare weight shall be clearly visible.
 - ii) In case if any of the cylinder so filled at Plant meets with any accident enroute on truck, at Distributors premises, during delivery to customers or at customers' premises, 'Licensee', shall render all assistance for investigation and establishing the reasons for the accident. All costs / liability / penalties in this connection has to borne by the (licensee).
- b)'Licensee' shall, upon receipt of such instruction / advises from " BPCL dispatch / deliver filled LPG cylinders according to the instructions contained therein.
- c)'Licensee' at "the LPG Bottling Plant" shall facilitate loading/unloading LPG filled/empty cylinders from trucks. The handling of cylinders from and into the truck will be done by the packed transporter.
- d)'Licensee' shall prepare Daily, weekly and monthly statement of dispatches of LPG filled cylinders made on the basis of advises received from " BPCL " and shall send statement to " BPCL " on regular basis.
- e) Packed Transportation from the respective successful LPG Bottling plant to the BPCL's distributors' godowns and/or BPCL Plant/Godowns will be handled by BPCL through its transporters as per Packed Cylinder transportation agreement. Unloading/ loading of cylinders from and into the trucks at the Bottling Plant shall be done by the transporters. Transportation of bulk LPG from BPCL storage/loading base to respective successful tenderer's LPG Bottling plant will be handled by BPCL thru their Transporters in line with Bulk LPG transportation agreement .

15. PRODUCT LOSS / GAIN

a) Storage Losses:

'Licensee' shall be fully responsible and liable to account for the total quantity of bulk LPG received and stored at "The LPG Bottling Plant ". No

product loss shall be on account of " BPCL ". In respect of any loss occurring during the period of unloading, receipt and storage, 'Licensee' shall compensate " BPCL" in full and entirely as per the packed commercial LPG rates (as determined by BPCL which shall be final and binding) applicable during that period for Mumbai. The storage vessels may be integrated with BPCL system at its sole discretion.

b) Loss of LPG during filling operation:

No loss of LPG during the period of filling, degassing, depressurizing, and purging shall be permitted Any loss shall be to the account of 'Licensee' as per the packed commercial LPG rates (as determined by BPCL which shall be final and binding) applicable during that period for Mumbai.

c) Loss of LPG for any other reason :

'Licensee' shall also be responsible for loss of LPG for reasons other than covered under (a) and (b) above and recovery will be made as per the packed commercial rate (as determined by BPCL which shall be final and binding) applicable during that period for

'Licensee' shall pay to " BPCL the amount so determined under clauses (a) to (c) above, upon demand and / or debit note without any demur, within 15 days of receipt of demand from " BPCL failing which amount will be deducted from bills payable to 'Licensee'. The stock loss calculations will be done on monthly basis, and the physical quantities available at LPG Bottling Plant at the end of the month, shall be considered as the opening and book stock on account of BPCL for the next month.

d) Gain of LPG for any other reason :

The operational gain if any, would be accrued to BPCL. Any gain of LPG found during periodic inspection / surprise stock check shall also be accrued to BPCL without any credit to licensee.

Note: The Bulk LPG stored in bullets and that in cylinders should not exceed the CCOE licensed capacity at any given time. Similarly the storing of cylinders should be in area as earmarked in CCOE Approved drawings and should not exceed quantity as approved by CCOE.

16. VARIATION IN STOCK OF CYLINDERS/REGULATORS/VALVES ETC.

- a) BPCL " shall, on the basis of reports and statements submitted by 'Licensee' verify the stock, on monthly basis, of
- i) LPG cylinders covered under clauses 4 to 8.
 - ii) Regulators and valves covered under Clause 9.
 - iii) Cylinder consumables covered under Clause 10.

For ascertaining the stock of the items mentioned above, A joint inspection by the representatives of BPCL " and 'Licensee' shall be conducted at "the LPG Bottling Plant" for reconciling the physical stock of the items above referred. In case any shortage of LPG Cylinders, regulators, valves, and cylinder consumables, etc. are observed after such reconciliation, 'Licensee' shall be intimated of such shortage.

- b) BPCL shall raise debit note on 'Licensee' for shortage of cylinders/valves/regulators, etc., noticed as above at penal rates as applicable determined by BPCL and / or on the date of inspection. The current penal rates are as under :

Description	Rate/number
Cylinder-5.0 Kg	Rs. 350/-
Cylinder-14.2 Kg	Rs.2000/-
Cylinder -19.0 Kg	Rs. 2550/-
Cylinder -35.0 Kg	Rs. 4500/-
Cylinder – 47.5Kg	Rs. 6000/-
Valves	Rs. 100/-
Regulators	Rs. 250/-
Excess Loss of LPG	Commercial LPG rate

Any Spurious/ OMC equipment for which no proper records are available will be charged at the above rates mentioned for respective equipment.

The above rates are subject to revision by BPCL from time to time which will be communicated to 'Licensee' as and when revision takes place. 'Licensee' shall pay the amount specified in the debit note within 15 days of receipt thereof failing which amount will be deducted from bills payable to Licensee.

17. MAINTENANCE OF ACCOUNTS

'Licensee' will provide the services for completing the documents in respect of bulk LPG, receipt of empty cylinders, delivery of filled cylinders, sales, collection and depositing of cheques/ bank drafts and other reports and all other connected work as may be prescribed by BPCL. Details of accounting procedure to be followed for accounting of receipt of empty cylinders and sending out filled cylinders shall be advised by BPCL. 'Licensee' will also be briefed in detail regarding the receipt of order/remittances from BPCL distributors, the accounting of the remittances received and banking the same.

'Licensee' shall maintain at "the LPG Bottling Plant", true and correct accounts of

- i) The quantity of LPG in bulk received from BPCL " as referred in clauses 3 & 4,
- ii) Cylinders received from the manufacturers authorized by 'BPCL " and from " BPCL " distributors, as referred in clause 5,
- iii) Filled cylinders as referred in clause 12,
- iv) Spurious cylinders received and segregated as mentioned in clause 7,
- v) Empty cylinders sent for cold/hot repairs and mandatory testing received after such repairs and testing, as referred in clause 6 (c),
- vi) Defective and spurious cylinders received from authorized distributors of BPCL as referred in clause 6.
- vii) Regulators and valves received from BPCL as covered under clause 9
- viii) Regulators dispatched to " BPCL distributors, as per clause 9,
- ix) Compilation and submission of consolidated report on all the activities mentioned from (i) to (viii),

'Licensee' shall make available the records mentioned above for inspection by " BPCL.

18 .CHARGES FOR SERVICES

- i) Filling LPG into cylinders @ Rs. _____ /- per MT*

***The agreed rate by the Parties. Tenderer to quote the rate in Price Bid Only.**

Above rates are inclusive of all taxes except Service tax which would be paid on as applicable under the law.

b) 'Licensee' shall submit their monthly bills with supporting documents and details for verification to " BPCL ", at the end of each calendar month for the bottling assistance services rendered by the licensee under this agreement, to the Controlling Offices of M/s BPCL

c) " BPCL shall pay the bills of 'Licensee' after verification within 15 days from the date of receipt of bills by them.

d) " BPCL " shall, however, be entitled to adjust/recover from the bills of 'Licensee' the amounts demand by BPCL and not paid by 'Licensee' of out of the bills for the services rendered by 'Licensee' under this agreement.

19. PLANT OPERATION

a) 'Licensee' shall operate "the LPG Bottling Plant" by engaging their own suitably and technically qualified and trained employees and operate the plant in an efficient manner.

b) 'Licensee' shall be solely responsible for running "the LPG Bottling Plant" to fulfill their obligation under this Agreement fully and completely without any responsibility on " BPCL " for the same.

c) 'Licensee' shall be solely responsible for non- operation of "the LPG Bottling Plant" for all or any of the reasons of whatsoever nature without any reference to " BPCL " and shall also be responsible for any losses that may accrue to "BPC " on account of such non-operation.

d) The LPG Bottling Assistance shall be performed under and in accordance with this Agreement with due diligence and efficiency, professional skill and workmanship, sound principles and prevailing industry practices, statutory requirements as per the applicable laws of India relating to health, safety at work, environmental protection and fire prevention, and in accordance with the requirements of the relevant Approvals, Licences and Permits.

e) Licensee will have to develop a Manual/ Guidelines on Safety, Plant operations, emergency handling etc, before commencement of operations and comply accordingly during the entire contractual period.

f) The Plant operations will be in line with the BPCL/OMC Operational Manuals/ guidelines and as per terms and conditions of Agreement. In case of any repeated violations and unsafe practices being followed by the Party, BPCL will have the right to impose damages / terminate the contract as per the

provisions of Discipline Guidelines as referred in Annexure XII and as per provisions of the Agreement- Annexure-VIII.

- g) Licensee shall abide by all security / safety rules regulations etc. in force at location and laws, bye-laws and statutes of Government, semi-Government and other local authorities such as requirements / liabilities under enactments like the Workmen's Compensation Act, Contract Labour Act and any other laws applicable from time to time and the party agrees to indemnify BPCL from all claims in case of any loss/damage to property, safety issues, statutory non compliances arising out of fault and /or willful acts of omission of party their employees, agents, representatives etc.
- h) The facilities in the plants in operation offered by the 'Licensee' to BPCL for bottling shall be reviewed by BPCL, in line with its own requirements, and the successful tenderer has to upgrade all the facilities as required by BPCL from time to time during the contract period..
- i) In case of power failure, provision of adequate No. of DG Sets shall be made available at the Plant for full load operation, lighting and critical equipment running by the successful tender at their cost.

20. COMPENSATION IN CASE OF BAD WORK

If it shall appear to " BPCL that any work has been executed by 'Licensee' is not meeting the specifications or the standard specified and / or in terms and conditions of this agreement. 'Licensee' shall on demand in writing from "BPC specifying the work complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove or re-execute the work at their expense.

21. RISK PURCHASE:

- a. In case Party fails to fill and supply the safe & sound cylinders for any reason to BPCL distributors and/or BPCL as per the planning/schedule given by BPCL subject to MT per month, letter of warning will be issued to the party. If party fails similarly thrice during the period of 3 months, BPCL reserves the right to take Bottling Assistance from other Party as may be decided by the Corporation. After such three warnings, any extra cost incurred by BPCL to meet the shortfall in indented quantity during that period of time, will be adjusted against the outstanding bills of the Party or against the Security Deposit which the Party has deposited while signing the contract.
- b. The total number of indents for a particular day has to be executed on the same day or next day. In case next day falls on a holiday, indents should be cleared within the next working day subject to pro-rata bottling ofMT per day. In case of delay, 1 % deduction on delayed quantity w.r.t. indented

quantity from applicable filling contract rates would be deducted for each day of delay subject to a maximum of 10 % deduction.

22. SECURITY DEPOSIT

All successful tenderers, who are offering ready Bottling Plant will be required to furnish Security Deposit of Rs. The security deposit would be reviewed by BPCL during extension period , if exercised considering the applicable penal rate of product and cylinders and revised security deposit to be submitted by the party.

The above Security Deposit should be submitted in the form of a crossed A/c Payee Demand Draft drawn on only Nationalized Bank or Scheduled Bank in favor of **“Bharat Petroleum Corporation Ltd.”** payable at Mumbai. Alternately, the Security Deposit may be furnished in the form a Bank Guarantee as per the format provided vide Annexure-IX. The Corporation reserves the right to adjust the Security Deposit towards any of the dues to the Corporation by way of Liquidated Damages, Risk Purchase, Recoverable against materials provided, and any other liabilities recoverable from the ‘Licensee’. The Security Deposit/Bank Guarantee should be from any Nationalised/ Scheduled Bank other than Co-operative Bank / Scheduled Co-operative Bank and should be valid for 6 months beyond expiration of the contract.

23. SUBLETTING OF WORK

No part of the work covered under this agreement nor any share or interest thereof shall in any manner or degree be transferred, assigned or sublet, by Licensee directly or indirectly to any firm or company whatsoever, without the prior consent in writing of " BPCL ".

The Contract shall not be assigned, transferred, subcontracted or sublet in any manner whatsoever. Any attempt to do so in any manner shall give the right to the Corporation to rescind the contract without restricting recourse to other remedies and claims that can be made by the Corporation.

24. INSPECTION OF WORKS

Periodic inspection of the Bottling plants shall be carried out as per applicable guidelines of OISD, PESO and other statutory regulations and records maintained thereof.

Additionally, Inspection of the Bottling Plant, its Operations and Quality Control checks on LPG cylinders will also be carried out by the Corporation officials from time to time and/ or third party appointed by BPCL, to monitor compliance on Quality Assurance. BPCL reserves the right to position their representative at the LPG Bottling Plant to oversee the plant operations etc. for which necessary admin & other facilities shall be provided by the party.

The Corporation or its appointed third party/agent/representative shall have the right to carryout the Operational and Safety audit of the Plant. Any deviation found has to be complied by 'Licensee' within specified time limit and confirmed in writing, else Corporation reserves the right to take appropriate action as deemed fit and on such case in accordance with Discipline Guidelines, Annexure-XII, BPCL also reserve the right to take assistance from any other Party and debit of the differential cost to the Party.

Routine inspections shall be carried out through the competent third parties appointed by BPCL or BPCL representative on quarterly basis as per enclosed format (refer annexure). Observations made during such inspections to be complied with as per the agreed target dates. Non compliance of observations made during such inspections and other shortcomings in operations, malpractices etc. would attract action as detailed in agreement.

CCTV system to be provided at all gates and critical position and minimum 15 days recording to be kept. Any breakdown in the recording system should be reviewed for suitable action.

25. ACTION ON NON PERFORMANCE

Inspections shall be carried out by at the said LPG bottling plant through the competent third parties appointed by BPCL or BPCL as given inspection of works (clause 24). Observations made during such inspections to be complied with by the licensee as per the agreed target dates. Non compliance of observations made during such inspections and other shortcomings in operations, malpractices etc. would attract action as detailed in this agreement .

26. DAMAGE TO PROPERTY

'Licensee' shall be responsible for making good to the satisfaction of " BPCL " any loss of equipment and product belonging to " BPCL " within "the LPG Bottling Plant", if such loss or damage is due to fault and/or the negligence or willful acts of omission of Licensee their employees, agents, representatives or sub-agreementors.

'Licensee' shall indemnify and keep " BPCL " harmless of all claims for damage to " BPCL " property arising under or by reason of this clause.

27. SAFETY

- a) 'Licensee' shall observe and follow all safety regulations enforced from time to time by " BPCL ", Chief Controller of Explosives, Directorate of Industrial Safety, Environment and Pollution Control Board or any other statutory, local or central authorities from time to time. 'Licensee' shall indemnify " BPCL " of any liability arising due to non-observance of above regulations.
- b) 'Licensee' shall take all due care in handling " BPCL " product, cylinders, valves, regulators etc. and shall observe all requirements and regulations governing their storage, handling, transportation, etc. 'Licensee' shall indemnify and hold "BPCL " harmless in case of any penalty or other proceedings due to any infringement/non-observance of any statutory obligations or government directive relating thereto.
- (c) Risk Analysis shall be conducted by Licensee of the "LPG Plant" at the end of every 5 years through any of the parties approved by BPCL and the respective State Pollution Control Board and recommendations made therein shall be complied with at their own cost.

28. TAXES

'Licensee' shall pay all taxes, levies, duties, octroi, rates, cess, assessments and statutory payments payable under all or any of the statutes etc., now or hereafter imposed, increased from time to time in connection with the bottling rendered by them at "the LPG Bottling Plant" including annual fees for CCE license, factory license, land rentals, etc. 'Licensee' shall defend, indemnify and hold BPC harmless from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any violations by them of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against " BPCL " arising under, growing out of, or by reasons of the work provided for in this agreement, by third parties, or by Central or State Government ' authorities or any administrative sub-division thereof or local authorities. 'Licensee' shall, in case any such demand is raised against " BPCL ", and "BPC has no way but to pay and pays/makes payment of the same, " BPCL " shall have the right to deduct the same from the amounts due and payable to 'Licensee'. 'Licensee' shall not raise any demand or dispute in respect of the same but may have recourse to recover/receive

from the concerned authorities on the basis of the certificate of "BPCL" issued in that behalf.

29. **INSURANCE**

'Licensee' shall take insurance policy at their own cost including under the Public Liability Insurance Act, 1991 as applicable. 'Licensee' shall also arrange insurance against risk such as fire and explosion, terrorist act, flood, cyclone, etc. at their own cost for all assets belonging to 'Licensee'.

'Licensee' in their own interest shall insure " the LPG Bottling Plant " and equipments, trucks for packed transportation therein against various risks, injury caused to property of " BPCL ", life of their employees and distributors. 'Licensee' shall also take insurance for the cost of LPG and the equipment that will be placed by BPCL. This amount shall be reviewed every year and 'Licensee' shall accordingly take Insurance for the revised amount.

30. **LICENSES**

'Licensee' shall obtain, possess and renew at their cost, various licenses required under the law for operation of "the LPG Bottling Plant". 'Licensee' shall keep BPCL indemnified against any actions from Statutory authorities due to failure of 'Licensee' to comply with statutory requirements.

31. **INDEMNITY AND LIABILITY**

'Licensee' shall keep BPC indemnified against any claims from Sales tax Departments, Excise/Customs Departments / Government Authorities , all other claims from any individual or firm arising out of any action/failure to take action on the part of 'Licensee'.

'Licensee' will indemnify, defend and hold BPC harmless against any and all claims, demands proceedings for loss, damage and expense of whatever kind and nature arising out of the operation, maintenance of the LPG Bottling Plant including claims, demands proceedings arising by reason of the death, injury, illness of any person or by reason of any physical loss or damage to the LPG Bottling Plant and any loss including consequential loss associated or arising from the breach by the 'Licensee' of its obligations under this Agreement.

In the event that BPC receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Clause it shall notify 'Licensee' within fourteen days of receipt of the claim and in case 'Licensee' becomes default for any reason, on receipt of such demand, BPCL shall be entitled to settle or pay the claim without the prior approval of

the 'Licensee' and recover such amount together with interest from amount payable to 'Licensee'. In the event that the 'Licensee' wishes to contest or dispute the claim it may with the approval of BPCL conduct the proceedings in the name of BPCL subject to BPCL being secured against any costs involved to its reasonable satisfaction.

In the event of any accident in and around the LPG Bottling Plant or with the Product of BPCL occurs, 'Licensee' shall be liable and pay for the loss of Petroleum products of BPCL and its consequences towards claim, damages, compensation and public liability what so ever due to any and such accident, 'Licensee' shall indemnify, defend and hold BPCL harmless against such and/or any and all claims, demands, damages, compensation and expenses whatever kind and nature and pay the cost of such product to BPCL.

In the event that any loss or damage is caused to BPCL, and/or to third parties to whom BPCL is made liable for such loss or damage, for which 'Licensee' is liable, then 'Licensee' shall keep BPCL indemnified against such loss or damage.

In the event of any claim against 'Licensee' during the relevant year and/or during the currency of agreement period, 'Licensee' shall be liable to pay or settle or deal with such claim and shall keep BPCL indemnified against such claim from any person.

In case of any third party claims arising due to negligence of 'Licensee' in and LPG Bottling Plant, 'Licensee' shall be liable to such third party and shall indemnify BPCL from such third party claims.

32. **RIGHTS**

This Agreement shall not be construed as creating any right, title or interest or tenancy right in favor of '**Licensee**' on bulk product/cylinders/ equipment/ consumables provided under this agreement. '**Licensee**' shall not undertake filling of any cylinders for others without prior written permission from " BPCL ".

33. **PROPERTY IN GOODS ETC.**

It is clearly understood by '**Licensee**' that the quality of LPG stored at " The LPG Bottling Plant ", the LPG regulators and valves, all those other equipments, properties and machineries of " BPCL " kept lying and stored or placed at " the LPG Bottling Plant" shall always remain the property of BPCL.

34 **LIEN**

It is agreed that **'Licensee'** shall have no right of lien over the product of BPCL at any point of time/period for any reason during the currency of Agreement and/or thereafter. The LPG product and/or petroleum products shall remain always owned by BPCL.

35. ASSIGNABILITY

That **'Licensee'** shall not assign any right in BPCL's petroleum products stored and/or laying in LPG Bottling Plant at any point time/period during and/or after currency of agreement and **'Licensee'** Lenders, if any, are not entitle to claim any right on BPCL's products i.e. LPG / Cylinders/ DPRs/ Valves/ Consumables at any point of time. The products supplied and stored in LPG Bottling Plant shall remain always owned & possessed by BPCL.

36. WAIVER

The failure of **'Licensee'** to insist in any one or more instances upon the performance of any term or conditions of this Agreement, or to exercise any right afforded to **'Licensee'** herein, shall not be construed as a waiver or relinquishment of the future performance of any such term or conditions by the other Parties, or the future exercise of such right except as otherwise provided in the Agreement, and the respective obligations of **'Licensee'** as to their future performances shall continue in full force and effect.

37. CONFIDENTIALITY

All information acquired by any Party as to the business dealings of the others including (but not by way of limitation) any information relating to any trade secret, method, trade connection, customer, client or any financial arrangement or circumstance shall be treated as confidential by the recipient. No such information shall be used for any purpose other than as contemplated by the Agreement without the consent in writing of the Party providing, or otherwise the subject of, such information, unless such information:

(a) Is, or has become, public knowledge other than by breach of this Confidentiality Clause ; or

(b) Is in the possession of the recipient with full right to disclose prior to receiving it from the disclosing Party; or

(c) Is independently received by the recipient from a third party with full right to disclose.

Nothing herein shall restrict a Party from providing the information to its advisers in connection with and for the purposes of the Agreement, provided that the Party disclosing such confidential information shall ensure that the recipients of the confidential information shall be equally bound by the provisions of this Clause.

The provisions of this Clause shall survive for a period of five (5) years from the date of the expiry or termination of the Agreement.

38. REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Party represents and warrants to the other that:

(a) It is duly organized and validly existing under the laws of India and has all requisite power and authority to carry on its business as it is now being conducted.

(b) The Agreement will constitute its valid, legally binding and enforceable obligation.

(c) It will take such further actions, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

(d) It has taken all necessary action, corporate or otherwise, as applicable to them to authorize or permit the execution, delivery and performance of this Agreement and the transactions contemplated in this Agreement.

(e) The execution, delivery or performance of this Agreement by it will not: (i) constitute a breach or violation of its constitutional documents; (ii) conflict with or constitute a default under or breach of performance of any of its obligations under any third party contract; or (iii) result in a violation of any law, regulation, administrative order or judicial order applicable to it or its business or assets.

(f) There is no action, suit, proceeding or investigation pending against it before or by any court, tribunal or governmental authority or instrumentality, domestic or foreign, which may materially and adversely impact its ability to perform any of its obligations hereunder.

39. FORCE MAJEURE

- a. A “Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances beyond the reasonable control of a Party that materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Agreement, provided, however, that such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of due diligence and reasonable care.
- b. “Force Majeure Events” hereunder shall include each of the following events and circumstances, but only to the extent that they satisfy the above requirement.
 - i) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockage, embargo, revolution, riot, insurrection, civil commotion, act of terrorism, or sabotage.
 - ii) Strikes, work to rule or go-slows that the premises of the Parties hereto or are widespread or nationwide.
 - iii) Other events beyond the control of the affected Party (“Other Force Majeure Events”) including, but not limited to.
 - iv) Lightning, fire, earthquake, flood, storm, cyclone, typhoon, or tornado or any other Acts of God.
 - v) Explosion or chemical contamination (other than resulting from an act of war).
 - vi) Epidemic or plague.

- vii) Restraints or regulation of any State of Central Government or Statutory or Local Authority
- c. Neither Party to this Agreement shall be liable for non-performance of any of its obligations under this Agreement in so far as such non-performance is occasioned by "Force Majeure" event nor shall this agreement come to an end on account thereof.
- d. The notice of occurrence of any such factor shall be given by the affected Party within a period of 48 hours of the occurrence of such factors. The performance of the respective obligations of the Parties under this agreement shall be resumed soon as such factors, which have resulted in the non-performance, cease to occur. A 48 hours notice regarding the cessation of such factors should be given by either Party before the performance is resumed/is called upon to be resumed.
- e. Notwithstanding anything contained herein above, if an event of force majeure occurs and is likely to continue for a period in excess of 30 days, the Parties shall meet to discuss the consequences of Force Majeure and the course of action to be taken to mitigate the effects thereof to be adopted in the circumstances including termination of the agreement.

40. **TERMINATION OF THE AGREEMENT**

1. This Agreement may be terminated without assigning any reason whatsoever by BPCL giving to M/s xxxxxxxxxxxxxxxxxxxxxx not less than 90 days notice in writing to expire at any time of its intention to terminate it and upon the expiration of such notice, this Agreement shall stand cancelled and revoked. The requisite period of notice may be reduced or waived by mutual consent.
2. During the currency of this Agreement, BPCL may terminate the agreement for breach of any of the terms and conditions of this Agreement. However BPCL shall give to the Licensee 30 days notice in writing to ratify such breach and if the Tenderer still fails to ratify such breach within 30 days of receipt of notice then BPCL may terminate this agreement
3. Subject to the other provisions of this Agreement BPCL shall have the right to serve a notice of termination of this Agreement on the M/s xxxxxxxxxxxx and forthwith terminate this Agreement without prejudice to any of its other rights and remedies against the M/s xxx and without being liable to pay any loss or compensation if :

- a) if any distress or execution is levied upon Licensee ;
- b) at any time during the currency of this Agreement there is a change in the effective control of the Licensee as at the date of the Agreement;
- c) any of the following events occurs:
 - (i) the passing of a resolution by the shareholders of the Licensee the winding up ;
 - (ii) the appointment of a liquidator in a proceeding for the winding up of the Licensee or the Licensee entering into a compromise with its creditors; or
 - (iii) the making by the court of an order winding up the Licensee except for the purpose of amalgamation or reconstruction provided that, as part of such amalgamation or reconstruction the property, assets and- undertaking of the Licensee are transferred, to such amalgamated or reconstructed entity and the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Licensee under this Agreement and provided that:
 - a. the amalgamated or reconstructed entity has the technical capability and operating experience sufficient to continue the performance of its obligations under this Agreement and
 - b. the amalgamated or reconstructed entity has the financial standing to perform its payment obligations under this Agreement and has a credit worthiness at least as good as that of the M/s xxx; and
- (d) the **'Licensee'** without the consent of BPCL assigns or transfers all or any of its rights or obligations under this Agreement .
- (e) as a result of Force Majeure, the **'Licensee'** is unable to proceed with the operation of the LPG Bottling Plant for a period of 90 consecutive days or 180 days in a Contract Year (whichever is less);
- (f) if the **'Licensee'** fails to remedy any material breach of his Agreement within sixty (60) days of receipt of the notice given by BPCL in this regard.

- (i) if the **'Licensee'** does not adhere to the instruction issued by BPCL from time to time in relation to the Services or LPG including the safety measures to be taken in its relation.
 - (j) if the **'Licensee'** contaminates the LPG or tampers with the its quality.
 - (k) If the **'Licensee'** or any of its servants or agents commit or suffer to be committed or omit or suffer to be omitted any act, deed, matter or thing which in the opinion of BPCL whose decision in this regard will be final, is prejudicial to the interests or reputation of BPCL or its products. BPCL shall not be required to give reasons for his decision
 - (l) Abandoned the work specified in the agreement.
 - m) Without any lawful reasons suspended the work for 15 consecutive days.
 - n) 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 Licensee.
 - o) Acted in any manner to the detrimental interest, reputation, dignity, name or prestige of " BPCL.
 - p) Without authority acted in violation of the terms and conditions of this agreement
4. On the termination of this agreement, should there be any money due to BPCL, the licensee undertakes to pay the same in seven days to BPCL its office at Mumbai.
 5. On the termination of the License and permission the licensee shall immediately hand over to BPCL peaceful possession of bulk LPG, Cylinders, Valves, Regulators, consumables, documents, etc.
 6. The Licensee shall not at any time whether during the period of this agreement or after its termination divulge or make known any confidential information concerning the accounts, secret processes or any other particulars in any way relating to the business of BPCL.
 7. In the event of the termination of this agreement under the provisions herein above contained the licensee shall not be entitled to any compensation or claim any loss or damage from the corporation / BPCL in respect of goodwill or otherwise.

8. Upon termination of this agreement for the reasons stated above, the Security Deposit / Bank Guarantee will be forfeited and Licensee shall not claim the same.

41. ARBITRATION

- a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter claim or set off of the Corporation against the '**Licensee**' or regarding any right, liability, act, omission or account of any, 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 Corporation or some officer of the Corporation who may be nominated by the Director (marketing).

The 'Licensee' will not be entitled to raise any objection to such arbitrator on the ground that arbitrator is an officer of the Corporation 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 Corporation he had expressed views on all or any other matters in dispute or difference.

In the event of 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 or inability of the original arbitrator.

Such persons shall be entitled to proceed with the point at which it was left by his predecessor. It is also the term of this contract that no person other than the Director (Marketing) or person nominated by such Director (Marketing) of the Corporation as aforesaid shall act as arbitrator thereunder. The award of the arbitrator so appointed shall be final and binding on all parties to the agreement subject to the provisions of the Arbitration Conciliation Act, 1996 or any other statutory modification or re-enactment thereof and rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

- b) The arbitrator shall have the power to order and direct either of the parties abide by, observe and perform all such directions as the

arbitrator may think 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 / documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act 1940 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 to say, the Respondents in the proceedings, shall be entitled to prefer a cross claim, counter claim or set off before the arbitrator in respect of any matter or any issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Director (Marketing) for such counter claim, cross claim or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Director (Marketing).
- d) The arbitrator shall be at liberty to appoint, if found necessary any accountant or engineer or other person to assist him / her 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 shall make separate awards in respect of claims or cross claims of the parties.
- f) The arbitrator shall be entitled to direct any one of the parties to pay the costs of 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 arbitration 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 award or awards made by the sole Arbitrator there-under shall be filed in the concerned courts in the City of Mumbai only.

42. TERM

BPCL reserves the right without any reference to or consent of M/s xxxxxxxxxxxxxxxx, to construct and establish one or more additional LPG Bottling Plants in the State of Uttar Pradesh and BPCL shall be entitled to store and distribute its petroleum products from such additional LPG Bottling Plants without any objection from M/s xxxxxxxxxxxx and M/s xxxxxxxxxxxx shall not be entitled to claim any overriding remuneration, commission or charges or allowance for the purpose.

43. Amendment

This Agreement may not be amended, changed, or modified in any way except by a written amendment executed by the Parties hereto. Any such written amendment needs no additional consideration to be enforced.

44. ENTIRE AGREEMENT

The Agreement will all the Annexures attached with Tender document shall constitute the entire agreement between the parties and it supersedes all prior written or contemporaneous oral undertaking relating to the to this subject matter

45. NO AGENCY

Save for the provisions contained in this Agreement, nothing herein shall create or constitute a relationship of agency between BPCL and M/s xxx, and the Parties undertakes that each of them will not conduct itself or hold itself out as an agent of the other Party in any manner or under any circumstances whatsoever.

46. NOTICE

- a. All notices required to be given and approvals required to be obtained here under shall be given and obtained in writing.
- b. All notices required to be served by either Party here to upon the other shall be deemed properly served if delivered, in case of BPCL, at _____ addressed to _____ (Designation) and in the case of M/s. _____ (Tenderer), if sent by Post or delivered by hand at _____ addressed to _____ (Designation) .

47. JURIDICION

Courts in the city of Delhi alone shall have jurisdiction to entertain any application or other proceedings in respect of any dispute arising under this tender before, after or during the finalisation of the tender.

48. SCHEDULE

Schedule I (Description of land)
Schedule II (Description of storage tanks, sheds and other facilities for storing and bottling of LPG Cylinders).

IN **WITNESS** WHEREOF the Parties hereto have signed the agreement on the date, month and year first herein above written.

Signed and delivered by
Bharat PETROLEUM CORPORATION LIMITED

Through its Constituted Attorney. _____

In the presence of

- 1)
- 2)

Signed and Delivered by
"M/s.xxxxx _____"

Through " _____ "

In the presence of:

- 1)
- 2)

BANK GUARANTEE FOR SECURITY DEPOSIT

(On Non-Judicial stamp paper of appropriate value)

To,

Bharat Petroleum Corporation Limited

Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited, (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s. (Name) (Constitution)..... (address)(hereinafter referred to as The vendor which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms interalia, of the Company s Purchase order No..... dated and the General and Special Purchase Conditions of the Company and upon the condition of vendor s furnishing security for the performance of the vendor s obligations and/or discharge of the vendor s liability under and / or in connection with the said supply contract upto a sum of Rs. (in figures).....Rs (in words).....only amounting to 10% (ten percent) of the total contract value.

We, (Name).....(constitution)(hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in -----(Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company s losses and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with

reference to this Guarantee upto an aggregate limit of Rs(in figures).....Rs(in words).....only.

AND the Bank hereby agrees with the Company that

- i. This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto and until midnight of

This date shall be 6 months from the last date of guarantee period.

ii This Guarantee / Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor s obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.

ii. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor s obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

iv. This Guarantee /Undertaking shall not be determined by the liquidation or winding up ordissolution or change of constitution or insolvency of the vendor but

shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.

v. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee /

Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

vi. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms thereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

CRFQ NO.	VENDOR 'S CONFIRMATIONS
VENDOR' S CONFIRMATIONS FOR ACCEPTANCE OF PBG FORMAT	

INTEGRITY PACT
(Agreement under Integrity Pact)

No.

Dated

To,

BHARAT PETROLEUM CORPORATION LIMITED

Sub : Purchase of Bidding Documents

Ref: Tender no. XXXXXXXXXXXX BPCL and the Bidder agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of (state the number of days from the last date for the receipt of tenders stated in the NIT) days and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

We confirm acceptance and compliance with the Integrity Pact in letter and spirit. We further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by BPCL.

The consideration for this separate initial contract preceding the main contract is that BPCL is not agreeable to sell the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with BPCL .

BPCL promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the Parties.

If Bidder fails to honour the above terms and conditions , BPCL shall have unqualified , absolute and unfettered right to encash / forfeit the bid security submitted in this behalf.

Yours faithfully,

Yours faithfully

(BIDDER)

(PURCHASER)

INTEGRITY PACT

Between

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

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

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

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an 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:
 - 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.
 - 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.
 - The principal will exclude from the process all known prejudiced persons.
 - Grievance Redressal Mechanism: Notwithstanding the Integrity Pact Agreement, the provisions of Grievance Redressal Mechanism will be applicable independently to tenders for all values.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offense 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 Bidder / Contractor 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.
- 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.
 - The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - The Bidder / Contractor will not commit any offense under the relevant Anticorruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 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 offenses outlined above or be an accessory to such offenses.

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

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

- (1) If the Bidder/Contractor has 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 severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (3) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor 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 liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

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

Section 6 – Equal treatment of all Bidders / Contractors / Sub Contractors

- (1) The Bidder / Contractor undertakes to demand from all subContractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors 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 or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor 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(to be decided by the Chairperson of the Principal)

- (1) The Principal appoints competent and credible External Independent Monitor for this Pact.

The Principal has nominated as External Independent Monitor(s) for the purpose of administration of this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

- (3) The Contractor 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 / contractor 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 offense under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offense or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12months after the last payment under the respective contract, and for all other Bidders 6months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership, this agreement must be signed by all partners.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1:

Date.....

Witness 2:

Details of Manpower to be Engaged for Plant Operations

The In-charge of Bottling Plant shall be an Engineer with at-least 5 years of experience in LPG Bottling Plant operations. The supervisors shall be with at-least one year experience in LPG Bottling Plant operations. All plant personnel shall be given the training on operations, safety, emergency handling etc. besides operational / functional training of the assigned activities before being put on the job. The records for such trainings to be maintained at all times.

Annexure - XII

Discipline Guidelines

Sr. No.	ESTABLISHED IRREGULARITIES	1st Instance	2nd Instance	3rd Instance	4th Instance
A	Plant Operations & Safety				
1	Non Compliance of the observations / recommendations of periodic inspection as per the agreed timelines	Rs.10000	Rs.25000	Rs.50000	Rs.100000
2	Repetitive observations / recommendations in periodic inspection	Rs.10000	Rs.25000	Rs.50000	Rs.100000
3	Filling Operations without critical equipment i.e. in line weight check scale, cvt, test bath	Caution / Warning	Rs.25000	Rs.50000	Rs.100000
B	Stock Variations				
1	Bulk Product	In case variation is more than 5 MT cost of differential at Packed Commercial & Rs.100000 as penalty	In case variation is more than 5 MT cost of differential at Packed Commercial & Rs.500000 as penalty	Termination	
2	Cylinder Inventory	Differential Cost at Penal Rate & penalty of Rs.25000	Differential Cost at Penal Rate & penalty of Rs.50000	Differential Cost at Penal Rate & penalty of Rs.100000	Termination
C	Break down in Stock Recording System	Caution / Warning	Rs.25000	Rs.50000	Rs.100000
D	More than one shift loss of Bottling other than Force Majeure	Caution / Warning	Rs.25000	Rs.50000	Rs.100000
E	QUALITY				
1	Variation in Weighment beyond permissible limit in more than 2% cylinders checked at SQC or at distributor godown during	In addition to debit as per Market Return Policy &	In addition to debit as per Market Return Policy &	In addition to debit as per Market Return Policy &	In addition to debit as per Market Return Policy

	unloading (with seal intact cylinders)	Rs.25000 as Penalty	Rs.50000 as Penalty	Rs.100000 as Penalty	& Rs.200000 as Penalty
2	Valve leak and O ring leak >1% cylinders checked at SQC or at distributor godown during unloading.	Rs.25000	Rs.50000	Rs.100000	Rs.200000
3	DPT Cylinder	Caution / Warning	Rs.10000	Rs.25000	Rs.50000
4	Unauthorized usage / selling of Bulk and Packed product	Cost of Product @ Commercial Packed Rate and penal tariff and Rs.500000 as penalty	Cost of Product @ Commercial Packed Rate and penal tariff and Rs.500000 as penalty	Termination	

No. of instances would be considered on the block period of 2 years starting from date of agreement.

PART – II – PRICE BID

1	General Instructions	Annexure – I
2	Schedule of Rate	Annexure - II

PART- II : PRICE BID

Annexure - 1

GENERAL INSTRUCTIONS

- a. Two sets of Part-I and Part-II with self-addressed envelopes are enclosed. The original copy of duly-signed “PRICE BID” should be submitted in the envelope marked “PRICE BID” as provided by us. Similarly original copy of the Technical bid should be submitted, duly signed in the sealed envelope marked “TECHNICAL / UNPRICE BID”. Party Set is for Party’s record.

EMD should be enclosed along with the Technical/Un-price Bid only. Offers without EMD will be summarily rejected.

Both the envelopes shall be placed inside the envelope clearly marked “TECHNICAL/ UNPRICE BID & PRICE BID”, duly sealed separately for each location and should be forwarded to us.

- b. At the time of receipt of tender document, the tenderer should ensure that all the Annexure, with all the pages, are received by them and any claim for non-receipt of any of the documents due to any reasons will not be entertained. Alternatively, interested parties may download the document from the BPCL web site i.e. www.bharatpetroleum.in
- c. Offer should be submitted only in the documents provided and submitted on or before due date and time as specified in the tender notice. Offers received in un-sealed/open envelopes shall be rejected. Technical Bids will be opened on the due date & time in the office of the undersigned in the presence of tenderers who wish to attend the opening. Tenders received after the due date and time for any reason, whatsoever, shall not be considered.
- d. The Price Bids will be opened of only those Parties, who have qualified in Technical Bid.
- e. The rate quoted should be valid for evaluation for 180 days from the due / extended date of this tender. For successful tenderers, the negotiated/finalised rate by BPCL should be valid for entire period of contract .

- f. Tenderers are advised to quote rates as per the schedule of rate. In case any tenderer is giving multiple rates on the basis of slabs, his tender will be rejected and will not be considered for evaluation.
- g. Facilities/equipments at the Bottling Plant should be in line with BPCL requirements and OISD-STD-169 / 169 A.. Bottling assistance will be taken only after complying with the above requirements. In case the Party is not able to comply within the stipulated period, LOI issued will be withdrawn and the Corporation shall forfeit the EMD/SD.

Thanking you,

Yours faithfully,

XXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

PART- II : PRICE BID

Schedule of Rates

a. Rate per MT of Bottling : Rs

Distance of proposed location as per the allowed route for packed and bulk tank trucks -- in km

Location	Distance
Mathura/Piyala	

The volume for each godown is attached given below. The cost of transportation as per the given transportation rate with indicated quantities for each godown would be considered for evaluation.

S No.	Godown	Av demand in MT Per month	Distance from location {RTKM}
1	Agra	750	
2	Ferozabad	250	

Note : any additional toll for packed / bulk movement, local levies if applicable would be added to above cost for evaluation purpose.

The distance and the route would be verified by BPCL before evaluation of the price bid. BPCL reserves the right to reject the tender for submission of incorrect information on route / distance.

Rate quoted above shall be effective at commencement date of actual bottling/ dispatch operation.

The prevailing Packed and Bulk Transportation Rate including taxes would be considered for evaluation purpose.

INSPECTION OF PMC :

LOCATION OF PLANT:

PART A

Sl.N o.	Land Details	Units	
1	Date acquired	Month / Year	
2	Total Area	Acres	
3	Ownership type	Leased / owned	
4	Lease details if any		
5	Duration	Month / years	
6	Deposit	Rs.Lakhs/Year	
7	Current / Previous owners	Govt / Pvt.	
8	Availability of approach road	Kachcha / Pucca	
9	Whether the plant is constructed / meeting the requirements as per / of	a. OISD Std 169A b. OISD Std.169	
10	Are they providing LPG cylinder bottling assistance to any other PSU Oil Company (enclose xerox copy of the order)	a. Name of Company b. Location Dist & State c. Qty/ month	
11	Are they providing LPG Cylinder Bottling	a. Name of Company b. Location Dist and State	

	Assistance to any other Parallel Marketing Company (Enclose Xerox copy of the Order)	c.Qty./Month	
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PART B

LOCATION OF PLANT:.

PLANT AND MACHINERY DETAILS

(NOTE: IF THE BOTTLING ASSISTANCE IS OFFERED FROM MORE THAN ONE PLANT THIS FORM CAN BE XEROXED FOR PROVIDING ADDITIONAL INFORMATION):

Sl No.	Description	
1	RATED PLANT CAPACITY / MONTH	
2	Per shift / day capacity of the bottling plant	
3	Stationery filling scales Capacity of filling machines	
4	Heads of carousel – 12/18/24 (specify) and No. of carousels	
5	Licenced capacity of the sheds as per CCOE Licence.	

6	Licence details with date for store LPG in Cylinders (enclose xerox copy)	
7	Filled Cylinder storage capacity (in MT)	
8	Spheres No. x Size Capacity (MT)	
9	<p>Bullets</p> <p>Bullet wise Fittings-</p> <ol style="list-style-type: none"> 1. Bulk qty Measuring instruments <ol style="list-style-type: none"> a. Rochester gauge and it's operation b. Dip rod and its operation 2. SRVs <ol style="list-style-type: none"> a. Type_____ b. Nos. _____ 3. Pressure gauge- <ol style="list-style-type: none"> a. Range_____ least count 4. Temp gauge <ol style="list-style-type: none"> a. Range _____ least count 5. Date of last hydro test_____ 	

	6. Fire fighting arrangement	
10	Licensed bulk storage capacity as per CCOE Licence	
11	Licence details with date for bulk storage.	
12	a. Whether spheres or bullets used for storage of LPG only or any other compressed gas, if so please state with details. b. What are the arrangements	

Sl No.	Description	
	existing to avoid intermixing of two products	
	c. Any manifold provided, if so please state. d. Any spool piece provided, please state. e. Any ROV provided for segregation, Please state.	

13	<ul style="list-style-type: none"> a. Capacity of weigh bridge in MT b. Mechanical / electronic c. Size 	
14	<p>No. of bulk truck loading /unloading bays</p> <ul style="list-style-type: none"> a. Type of hoses b. Safety arrangement c. Fire fighting arrangements 	
	<p>LPG Compressor – unloading capacity per shift</p> <p>Trial run</p> <p>Fire fighting arrangement-</p>	
15	<p>LPG Pumps</p> <p>Trial run</p> <p>Fire fighting arrangement-</p>	
16	<ul style="list-style-type: none"> a. If the pumps are used for loading / unloading any product other than LPG, please state which product and what arrangements are exist for segregation of 	

	<p>products to avoid intermixing and maintaining strict quality control.</p> <p>b. If any other means than pumps for loading / unloading, please state. Also, state for which product and arrangement for segregation of LPG from these products.</p>	
17	<p>a. Whether 4% cylinders are checked SQC prior to loading into the trucks.</p> <p>b. If yes, whether on-line or a separate check scale provided in the shed for statistical quality.</p> <p>c. Whether it is suitable for weighment of 14.2 kg and 19 kg LPG (net weight) cylinders.</p> <p>d. What is the least count of the SQC check scale?</p> <p>e. Whether a separate register is maintained for 4% cylinders checked before loading into truck.</p> <p>f. Whether separate check scale exists for checking SQC of 35 KG and 47.5 kg LPG (Net weight) cylinders before loading the cylinders in the truck.</p> <p>g. What is the arrangement for re-sealing the cylinder after SQC check is correct?</p>	

	<p>Review of valve leak detection</p> <p>DCVT/CVT</p>	
22	<p>What is the arrangement for segregation of defective filled cylinders generated in the Plant?</p>	
23	<p>What is the capacity of the test bath and what is the maximum size of cylinder which can pass through it without any problem.</p>	
24	<p>What is the arrangement for correction of overfilled / under filled cylinders.</p> <p>Mechanical Correction Check scale-1</p> <p>Evacuation compressor</p>	
25	<p>What is the arrangement for checking / segregation of filled defective cylinders returned from the market to the plant.</p> <p>a. At unloading point</p> <p>b. Evacuation unit system</p>	
26	<p>Whether the employees are capable of identifying</p> <p>a. Technically spurious cylinders</p> <p>Interviewed - Name</p>	

	<p>Designation-</p> <p>Remarks-</p> <p>b. Easily identifiable spurious cylinders Interviewed - Name</p> <p>Designation-</p> <p>Remarks-</p>	
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27	<p>a. What is the arrangement for identifying spurious cylinders received in the truck / distributors / market?</p> <p>b. Whether records are maintained for spurious cylinders</p>	
28	<p>a. What is the arrangement for identification / segregating due for pressure testing cylinders in the Plant</p> <p>b. Whether records are maintained for due for pressure testing cylinders</p>	
29	<p>Do you have a crushing machine to crush spurious / rejected cylinders and if so of what</p>	

	capacity (average No. of cylinders crushed / shift)?	
30	<p>a. Whether the head of filling gun/ machines matches / suitable for filling PSU cylinders. Distributors / market. Trial operation if any</p> <p>b. If not are you willing to change the valve head to suit PSU Valve or provide separate filling machines.</p> <p>NOTE: The valve size of PSU cylinder is different than the parallel marketing company cylinders, thus filling guns/ machines suitable for filling PSU cylinder is required.</p>	
31	<p>Fire fighting facilities available at the plant and details therefore e.g.</p> <p>1. Capacity of fire water reservoir</p> <p>2 Number of monitors and type</p> <p>1. Nos. of hydrants and type,</p>	

	<p>2. Fire extinguishers requirement as per OISD-169, refer annexure</p> <p>3. Fire engines –</p> <p>4. Ring main-</p> <p>5. Type of fire fighting system</p> <p>Automated/Maunal</p> <p>Arrangements of fire fighting in sheds</p>	
32	<p>Power sources-</p> <p>1. Power supply line _____ KV</p> <p>2. Transformers</p> <p>3. DG set-1</p> <p>4. DG set-2</p> <p>5. Trial run of DG sets</p>	
33	<p>Licenses-</p> <p>1. Factory license no. _____</p>	

	<p>Valid upto _____</p> <p>2. Bulk storage licence no. _____ Capacity _____ valid upto _____</p> <p>3. Packed storage licence no. _____ Capacity _____ valid upto _____</p> <p>4. Cylinder filling licence no. _____ valid upto _____</p> <p>5. Pollution consents-</p> <p>Air – Ref no. valid upto</p> <p>Water- Ref no. valid upto</p> <p>6. W&M stamping certificates</p> <p>a. Weighbridge no. valid upto</p> <p>b. Filling machines</p> <p>c. Check/Correction/sqc scales valid upto</p>	
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	<p>d. Standard weights valid upto</p> <p>7. Electrical inspectors report.</p> <p>8. Any other</p> <p>Approved drawings-</p> <p>1. Plant layout</p> <p>2. Fire fighting lay-out</p> <p>3. P&ID</p>	
34	Sealing facility	
35	Facility for repairing of defective cylinders	
36	Licence Qty of storage of filled cylinders	
37	Nos of Empty cylinder /DPT/HR cyles can be stored	
38	Flooring Condition of the shade	

A. SAFETY/ FIRE PROTECTION SYSTEM

1. Hydrant pressure maintained with jockey pump.
Record Pressure.

2. Fire water pumps/engines
 - a) Are the batteries in good condition.
 - b) Are the diesel tanks full
 - c) Start one pump, record pressure developed.
 - d) Whether auto start system working.

3. Fire alarm communication system in working order.

B. BULK STORAGE AREA

1. Whether water draining sampling done under constant supervision.

2. Earthing connection apparently sound.
 - a) Whether level instruments are working.
 - b) High level alarm in working condition (test check).

3. Portable fire extinguishers in position.

4. Water spray/ sprinkler system apparently O.K.

5. Housekeeping is in order

6. Any sign of LPG leakage
7. ROVs on remote mode
8. Pressure and temperature gauge Functional
9. Bonding across flanges visible
10. Last fire drill in this area done on -----

D. BULK TRUCK UNLOADING

1. Are all vehicles allowed in licensed area permanently fitted with CCE approved spark arrestors on exhaust pipe (Random check)
2. Is the vehicle engine and master switch being shut off during unloading bulk LPG (site check)
3. Are the earthing connection properly made before connecting hoses to tank trucks.
4. Rotogauge, Fixed level instrument

in working order (Random check.

Record TT No))

5. Any visible sign of LPG leakage

6. Random safety check of tank truck No.
 - a) CCE licence available/ valid

 - b) Fittings as per CCE Yes/No

 - c) 2 Nos. of fire extinguishers

available in good condition/
easily accessible.
(physical check)

 - d) Safety instruction booklet

TREM CARD available. Record
any abnormality/discrepancies observed.

 - e) Wheel choke used

7. Portable extinguisher available in nominated places.

8. Sprinkler system in working condition.

9. House keeping in order

10. Bonding of flange connection given

11. Hose test date

12. Last fire drill in this area done on -----

E. PUMP HOUSE/ COMPRESSOR ROOM

1. Electrical connections apparently sound
2. Earthing apparently proper
3. Gauges on pumps/compressor in working condition, record pressure.
4. Drain/ vent connection cap in position.
5. Safety guards in position
6. Any visible sign of LPG leak or any
7. unsafe conditions observed
8. Housekeeping in order.

F. FILLING SHED

1. No ignition sources visible in operating areas or area in vicinity.
2. Are the LPG cylinders empty or empty
or filled, properly loaded/ unloaded and
handled to avoid impact, falling, horizontal
rolling etc.
3. Are earthing connection on filling carousel properly made.
4. Water in test bath is clean and maintained upto the required level.
5. Any sign of leakage of unsafe condition

None of the filling guns or adapters used

for cylinder filling/emptying are leaking.
6. Are all the fire extinguishers available in accessible location
7. All electrical connection apparently intact & safe.
8. Is the concentration level of gas checked
with explosimeter twice a day in the filling

area in filled and empty cylinder area, pump/
compressor room. Record reading for sample

check.

9. Housekeeping is in order.

10. CVT is functional

G. CYLINDER STORAGE/ HANDLING

1. Are cylinders stacked properly in demarcated areas.

2. Any leaky overfilled cylinder kept at the end of the day. Record No. if any, of the leaky unevacuated cylinder.

3. Safety cap fixed on cylinders in stock.

4. Rubber mats are used for unloading empty cylinders from tank trucks and are in good condition.

5. G-07 Last fire drill in the area -----