



Bharat Petroleum Corporation Limited (BPCL)

NOTICE INVITING E - TENDER

Electronic bids (e-tenders) are invited under Two-Bid system from bonafide Bidders ,who are having owned/attached LPG Tank Truck/s of FIXED CHASSIS of payload not exceeding 12.5 MTs and who are willing to quote rates and must have the following:

1. Own at least one Auto LPG / tank truck of fixed chassis of payload not exceeding 12.5 MT as on closing date of tender.
2. The age of the above Tank Trucks quoted should not be more than 14 years from date of the first registration as on the tender date.
3. Tank Truck quoted must have valid license from Petroleum Explosives Safety Organistaion (PESO) as on closing date of tender.

In case any tank trucks not having valid license from Petroleum Explosives Safety Organistaion (PESO) as on closing date of tender , then such tank trucks will be rejected. The TTs must be fitted with approved IEFCV with certificate from competent person duly approved by PESO.

This tender is floated for Eastern Region – BPCL. The interested bidders have to quote rate for the same. Bidders can quote attach trucks also, provided if they offer owned trucks , ie. attached trucks alone will not be considered but induction of TTs shall be as per evaluation criteria of the tender. Preference will be given to owned trucks over the attached trucks. If any bidder offers only attached truck without offering owned truck, such tenders will be rejected and EMDs will be forfeited.

The bidders offering single ready owned truck can offer one proposed owned truck and bidders offering more than one ready owned trucks can offer maximum two proposed owned trucks.

The schedule of the tender is given below :

Name of Work : TENDER FOR AUTO LPG TRANSPORTATION CONTRACT BY ROAD

NIT No.	Tender Download Period		Bid submission / Upload Closing date
	From	To	
BPCL/LPG/ER/2016/02/AUTO LPG	29.07.2016,14:00 hrs	19.08.2016,14:00 hrs	19.08.2016, 14:00 hrs

Opening Date and Time : on 19.08.2016 at 15:00 Hrs

CONTACT PERSON:

P. K. Ramanathan
Regional LPG Manager, EAST
033-24293181
ramanathanpk@bharatpetroleum.in

Tender documents (non-transferable) can be downloaded from following BPCL e-tendering websites during the download period and offers must be submitted online at the below mentioned websites.

<https://bpcleproc.in> <https://www.bharatpetroleum.in/tender/view-tenders.aspx>
<http://eprocure.gov.in/cppp>

Offers must be submitted online at the respective websites viz.

<https://bpcleproc.in>

Note: All bidders must have Digital Signature Certificate and shall have to register themselves at the above mentioned websites in order to download the tender documents and also for submission of the bid. Online response submitted on above mentioned websites shall only be accepted. All revisions, clarifications, corrigenda, addenda, time extensions, etc. to the tender will be hosted on above mentioned websites only. Bidders should regularly visit the websites to keep themselves updated.

TENDER SCHEDULE:

1	Tender No	BPCL/LPG/ER/2016/02/AUTO LPG
2	Name of work	TENDER FOR AUTO LPG TRANSPORTATION CONTRACT BY ROAD
3	Tender Fee	Rs. 1150 (Rs. 1000/- plus applicable service tax currently 15.0%)
4	Earnest Money Deposit (EMD) (Returnable with no interest)	Rs.20,000/- per truck subject to a maximum of Rs. 2,00,000/- per contract. For SC/ST, Rs.10,000 per truck subject to a maximum of Rs. 1,00,000/- per contract for Auto LPG Transportation Tender. In case proposed trucks are also offered, additional EMD of Rs. 50,000/- per truck will have to be submitted. EMD will be payable by way of demand draft or Pay order in favour of Bharat Petroleum Corporation Ltd payable at Kolkata as mentioned in tender conditions.
Download of Tender Starts on 29.07.2016, 14:00 hrs From websites https://bpcleproc.in https://www.bharatpetroleum.in/tender/view-tenders.aspx http://eprocure.gov.in/cppp		
5	(a) Starts on	29.07.2016, 14:00 hrs
	(b) Closes on	19.08.2016, 14:00 hrs
	(c) Last Date and time for submission of completed E-tender documents on line	19.08.2016, 14:00 hrs
6	Date & Time of Opening of credential bid	19.08.2016 15:00 hrs
7	Contact person	P. K. Ramanathan Regional LPG Manager, EAST 033-24293181 ramanathanpk@bharatpetroleum.in
8	Period of Contract	This contract will be valid for a period of five years with effect from date of LOI

Note :

1. Tender documents (non-transferable) can be downloaded during the download period from BPCLE e-tendering websites.

<https://bpclproc.in>

<https://www.bharatpetroleum.in/tender/view-tenders.aspx>

<http://eprocure.gov.in/cppp>

2. Offers must be submitted online at the respective websites viz.

<https://bpclproc.in>

3. All bidders must have Digital Signature Certificate and shall have to register themselves at the above mentioned website in order to download the tender documents and also for submission of the bid. Tender document will be downloaded free of cost.

4. For further details on this tender, please visit our respective websites:

<https://bpclproc.in>

<http://eprocure.gov.in/cppp>

<https://www.bharatpetroleum.in/tender/view-tenders.aspx>

5. Tender document will not be available for purchase from any of our offices.

6. Technical Bid (**As per Annexure-A**) and Price Bid to be submitted online only.

7. The tender document and requisite supportive document as mentioned in the general terms and condition of tender should be submitted though online only.

8. **The cost of tender is Rs.1150/-** (Rs. 1000/- plus applicable service tax currently 15.0%)

9. EMD shall be refunded after placement of work order and its acceptance by successful bidder. Bidders will have to provide Bank Details of their Banker as per our format.

10. Corporation reserves the right to accept or reject any tender or all bidder without assigning any reason whatsoever and may or may not accept the lowest quotation.

11. Non- Submission of EMD before the closing date & time of e-tender shall entail disqualification.

12. **VALIDITY:** Bidders who are willing to accept our tender condition stated in this tender document should only quote for this tender. The Tenders shall remain valid for a period **240 days** from the closing date of the tender unless extended by mutual consent in writing.

13. Bidder is advised to refrain from submitting any false, forged documents, the penalty for which shall be termination / holiday listing at any stage and EMD or SD submitted shall be forfeited.

14. Bidder is also advised to go through the tender documents carefully and understand the terms and conditions completely before quoting.

15. The estimated quantity of works mentioned in the tender document is only directional and the successful bidders can not claim it as their right. The quantities can increase or decrease at the sole discretion of the Corporation. Payments will be made based on actual quantity.

16. The original instrument of EMD along with the copies of documents as mentioned in the general terms and condition of tender have to be submitted only in sealed envelope with the tender No. clearly mentioned on it in the tender box available at the Eastern Regional Office, BPCLE, Kolkata at the address mentioned in the general terms and condition of tender before closing date and time of tender . **Bidders shall submit two separate envelopes, one containing EMD/Tender fees and other containing the relevant documents as per Annexure-B superscribed with the Tender No. and EMD or Credential Bid as per the content of the envelope and sealed. Both these envelopes to be put in a main envelope, sealed and to be submitted with superscribing the Tender No. and closing date.**

17. The instrument for EMD should be in favour of Bharat Petroleum Corporation Ltd. payable at Kolkata by way of DD/ Pay Order of Scheduled/ Nationalized Banks on which no interest shall be payable.

18. Submission of incorrect instrument or non-submission of instrument before closing date and time of the e-tender towards EMD will render the tender liable for rejection.
19. Band system has been introduced in the price-bid. Bidders will have to quote their rates in the price bid , only within the rate band mentioned. Any bidders quoting rates outside the band , their bids will be summarily rejected.

20. **Negotiations :**

The Corporation reserves the right to:

- a. Negotiate with L1 Bidders (lowest quotee): If the rates quoted by L-1 bidder(s) are at the lowest of the rate band , there will not be any negotiations with such bidder(s).
- b. However, if the quoted rates of L1 bidder(s) (lowest quoted) are more than the lowest of the rate band and same is not acceptable to the Corporation , then Corporation reserves the right to negotiate with such L1 bidder(s) as per the ranking mentioned in the evaluation criteria in the general terms and condition of the tender to establish the lowest rate.
- c. Corporation may offer the rate in writing to such bidders for their acceptance / response.
- d. After establishing the lowest rate, if requirement of TT is not met from established L1 bidders, Corporation may negotiate / offer the established L1 rate to other bidders in order of their ranking for their acceptance or response.
- e. The above process shall continue till requirement of the truck is fully met against this tender. If the above process still results in not meeting the full TT requirement as per NIT, then negotiations / counter offer exercise will be conducted with the balance bidders in their original order of ranking as mentioned in Evaluation criteria of tender till the full TT requirement as per NIT is met. Corporation reserves its right for finalization of tender rates to meet the full TT requirement as per NIT.
- f. If any bidder does not respond to the above exercise of negotiation within the date and time given in order of their ranking, such bidder may lose their chance and opportunity shall be extended to the next bidder as per the ranking.
- g. No bidder shall be allowed to counter offer rates lower than the negotiated L1 rate in any category except in those category where the bidder has quoted lowerer rate than negotiated L1 rate in their original Price Bid.
- h. Any offer received from the bidder without being asked by the Corporation shall be treated as unsolicited offer from bidder and same shall be rejected summarily. Similarly, any offer received after due date and time stipulated by Corporation, shall not be considered.
- i. In case, requirement of truck is not met after carrying out above process of negotiation with the bidders who participated in the tender and accepted the L1 rates, Corporation reserves its right to induct **proposed** trucks from the bidders in order of their ranking at the finalized L1 rate.
- j. In case, requirement of truck is still not met after exercising the option (i) above, Corporation reserves its right to induct additional trucks (other than quoted trucks) from the bidders in order of their ranking at the finalized L1 rate.
- k. Even after exercising the option (j) above, if requirement of trucks is still not met , then Corporation reserves its right to negotiate / counter offer rates other than L1 rate to the remaining bidders in order of their ranking till the requirement of trucks is met.

- l. Corporation reserves its right to use the lower finalized rate trucks for longer routes / destinations to ensure minimum financial outgo to the Corporation.
- m. Requirement of trucks for bidders under MSE category shall be limited to 20% as per Govt. guidelines and allocation of trucks will be made proportionately amongst the qualified bidders under the category provided such bidders match the established L1 rate. Balance trucks , if left out will be considered for allocation as per the ranking of evaluation criteria of the tender and at par with other bidders.

e.g. let us assume , total quoted trucks is X under MSE category and requirement as per guidelines of 20% is Y, no. of bidders is 3 (a1 , a2 , a3), quoted trucks by bidders a1 , a2 and a3 is X1 , X2 and X3 respectively, then allocation of trucks will be :

$$\text{for } a1 = (X1 / X) * Y$$

$$\text{for } a2 = (X2 / X) * Y$$

$$\text{for } a3 = (X3 / X) * Y$$

(trucks will be allocated upto next whole number in case of decimal ,i.e. greater or equal to 0.5 is 1 and less than 0.5 is zero).

- n. In case SC/ST bidders quoting under MSE category and match the established L1 rate , there will be a reservation of 20% out of 20% reserved for MSE category. Trucks will be allocated proportionately to such bidders as explained in (m) above. In case requirement of 4% of trucks is not met from the SC/ST category under MSE , then the same will be considered from other MSE parties.
- o. If the no. of Trucks quoted under MSE category is less than the reserve no. of 20% , then all the quoted and qualified trucks will be considered for allocation.
- p. In case requirement of 20% is not met from the bidders under MSE category , the unfulfilled requirement of trucks will be added to the general category.
- q. If no. of bidders is more than the no. of TTs reserved for the MSE category and it is not possible to allocate even one TT on proportionate basis then one TT will be allocated to bidders under MSE category in order of their original ranking till the reserve quota is fulfilled.
- r. As per Govt. guidelines, there is a reservation of 15 % for SC & 7.5 % for ST category. Requirement of trucks for bidders under SC/ST category shall be limited to the aforesaid no. as per Govt. guidelines provided such bidders match the established L1 rate .
- s. If the no. of Trucks quoted under SC/ST category is less than the reserve no. , then all the quoted and qualified trucks will be considered for allocation.
- t. If the no. of Trucks quoted under SC/ST category is more than the reserve no , then allocation of trucks will be made proportionately amongst the qualified bidders under the category provided such bidders match the established L1 rate. Trucks will be allocated proportionately to such bidders as explained in (m) above.
- u. If the no. of Trucks quoted under SC/ST category is more than the reserve no. , then the excess trucks under this category will be considered for allocation as per the original ranking of bidders as per evaluation criteria of the tender and at par with other bidders.
- v. In case requirement of trucks is not met from the bidders under SC/ST category, the unfulfilled requirement of trucks will be added to the general category.
- w. If no. of bidders is more than the no. of TTs reserved for the SC/ST category and it is not possible to allocate even one TT on proportionate basis then one TT will be allocated to bidders under SC/ST category in order of their original ranking till the reserve quota is fulfilled.

21. Corporation reserves the rights to reject the tender of any or all the applicants without assigning any reason as its absolute discretion.
22. Bidders having Valid MSE registration for services under “ **Transportation** “ and having received the “ **APPROVED** “ registration Number under Entrepreneurs Memorandum Number Part II (EM II) will be considered for qualifying under MSE category subject to submission of document showing the status as “ **APPROVED** “ . This document may be verified from the respective Website / Department / Issuing authority for the authenticity by the Contracting Corporation and invalid document may lead to disqualification of the bidder from the tender.
23. Bidders must submit the valid MSE certificate as on opening date of credential bid.
24. **Also mere submission of Entrepreneurs Memorandum Number Part I (EM I) which is an acknowledgement slip will not qualify the bidder to obtain the benefit under MSE Category i.e. exemption of EMD and allocation of TTs under MSE category. Tenders of such Bidders will be rejected if EMD is not submitted.**
25. Bidders quoting under MSE should be careful of above mentioned condition , failure of which respective Contracting Corporation will not be held responsible for rejection of tenders of any bidders.
26. Procurement as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 (Policy) :
 - i. Subject to other terms and conditions stated in this tender document including but not limiting to the pre-qualification criteria, Twenty per cent (20%) of requirement is earmarked for Micro and Small Enterprises (MSE).
 - ii. Out of the above 20 percent, a sub-target of 20 per cent (i.e. 20 percent out of 20 percent , which is 4%) is earmarked for Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs.
 - iii. In the event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Cast or Schedule Tribe entrepreneurs shall be met from other Micro and Small Enterprises.
 - iv. Micro and Small Enterprises quoting price within price band , then they will be allowed to carry out the work by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises will be allowed to carry out the work upto 20 percent of requirement.
 - v. In case of more than one such Micro and Small Enterprises, the work shall be shared proportionately .
 - vi. Micro and Small Enterprises will be exempted from payment of **Earnest Money**.
 - vii. The above provisions shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - viii. Necessary certificate issued by Authorized body under the Ministry of Micro, Small & Medium Enterprises shall be valid as on the date of opening of the credential bid. All the technical specifications / techno commercial terms and conditions and the pre qualification criteria are also to be fulfilled by the MSEs.
 - ix. **No attached truck is allowed under MSE category.**

27. Corporation reserves the right to reject tender of any or all the applicants without assigning any reason at its absolute discretion.

28. VERIFICATION OF ORIGINAL DOCUMENTS:

Bidders through their authorized representatives may bring their original documents for verification to Corporation as per the communication from the Regional Office. The Venue , date and time for verification of documents shall be intimated by Regional Office.

Bidders to report on specified date and time as per the above communication.

SUBMISSION OF E-TENDER DOCUMENTS:

BPCL have developed a secured and user friendly system which will enable Bidders to Search, View, Download tenders directly from the BPCL e-tender secured website and also enables them to participate & submit Online Bids on the e-tendering site <https://bpclproc.in/> <https://www.bharatpetroleum.in/tender/view-tenders.aspx> <https://eprocure.gov.in/cppp> directly from the website in secured and transparent manner maintaining confidentiality and security throughout the tender evaluation process and award.

All interested bidders are advised to register themselves with the respective websites indicated above and enrol their digital certificate with the user id for participation in the tender.

Bidders are requested to read following conditions in conjunction with various conditions, wherever applicable appearing with this bid invitation for e-Tendering. The conditions mentioned here in under shall supersede and prevail over the conditions enumerated elsewhere in the tender document.

a) How to submit On-line Bids / Offers electronically against E-tendering?

Vendors / Bidders are advised to read the following instructions for participating in the electronic tenders directly through internet:

Late and delayed Bids / Offers after due date / time shall not be permitted in E-tendering system. No bid can be submitted after the last date and time of submission has reached. (However if bidder intends to revise the bid already submitted, they may change / revise the same on or before the last date and time of submission of bid). The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tendering system well before the closing date and time of bid.

No Manual Bids / Offers along with electronic Bids / Offers shall be permitted.

b) What is a Digital Signature?

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain trusted Certifying Authorities (CA) who in turn allot on a regular basis **Digital Certificates, Documents which are signed digitally are legally valid documents as per the Indian IT Act (2000).**

c) Why is a Digital Signature required?

In order to bid for e-tenders all the vendors are required to obtain a legally valid Digital Certificate as per Indian IT Act 2000 from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The Digital Certificate is issued by CA in the name of a person authorized for filing Bids / Offers on behalf of his Company. A Vendor / Bidder can submit their Bids / Offers Online only after digitally signing the bid / documents with the above allotted Digital Signatures. Bidders have to procure Digital Certificate (**Class 3**) on their own from any of the Certifying Authorities in India.

d) Submission of Documents

The Unpriced Technical Bids(documents as prescribed in **Annexure – A** of general terms and conditions of tender document) and Price Bid have to be submitted online only. However, documents which necessarily have to be submitted in like DD/Pay order as EMD in original , photocopies of documents mentioned in the general terms and conditions of the tender to be submitted offline . Corporations shall not be responsible in any way for failure on the part of the bidder to follow the instructions.

It is advised that the bidder uploads small sized documents (preferably maximum upto 5 MB) at a time to facilitate in easy uploading into e-tendering site. Corporation does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission. Hence it is advisable to upload all the requisite documents well in advance to avoid the last minute rush.

e) Submission of Bids

Bid along with all the requisite copies of documents as mentioned in **Annexure-A** should be uploaded in the e-tendering platform. Balance documents as mentioned in check list (**Annexure-B**) to be submitted in hard copies along with EMD (DD / Pay Order) at Region as per the addresses mentioned in clause No. 16 of " Credential Bid".

The bidder should go through the detailed instructions available in the homepage of the website for enrolment and online bid submission process. Bidder has to ensure that their bid is complete in all respect before pressing on the "FREEZE BID" button. Any revision or amendment in bid shall be possible after the "FREEZE BID" button is pressed only till the due date and time of submission of tender.

Last Date for Submission of Bids:

Bidders are advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid. Vendors / Bidders must use any computer having Windows 2000 or Windows XP versions or higher of Window operating system and an internet web browser version internet explorer V8.0 or higher recommended and Java 6(ver) or higher .

- f) Assistance to Bidders :** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Thanking you,
For Bharat Petroleum Corporation Ltd.

Regional LPG Manager - EAST

CREDENTIAL BID

BHARAT PETROLEUM CORPORATION LIMITED

TENDER FOR AUTO LPG TRANSPORTATION CONTRACT BY ROAD

TENDER NO. - BPCL/LPG/ER/2016/02/AUTO LPG

CLOSING DATE: 19.08.2016

CLOSING TIME :14:00 Hrs

Public Sector Enterprise **BHARAT PETROLEUM CORPORATION LTD** invites electronic bids (e-tenders) under Two-Bid system from bonafide Bidders, who are having owned/attached Auto LPG Tank Trucks of fixed chassis of payload not exceeding 12.5 MTs, and those who are willing to quote rates and must have the followings:

1. Own at least One Auto LPG tank truck as on closing date of tender.
2. The age of the above Tank Trucks quoted should not be more than 14 years from date of the first registration as on the tender date.
3. Tank Truck quoted must have valid license from Petroleum Explosives Safety Organistaion (PESO) as on closing date of tender.

In case any tank trucks quoted by the bidders are found to be not having valid license from Petroleum Explosives Safety Organistaion (PESO) as on closing date of tender , then such tank trucks will be rejected. The TTs must be fitted with approved IEFCV with certificate from competent person duly approved by PESO.

This tender is floated for Eastern Region – BPCL. The interested bidders have to quote rate for Eastern Region – BPCL. Bidders have to meet the above minimum qualification criteria of the tender for their participation. Bidders can quote attach trucks also alongwith owned trucks, but induction of TTs shall be as per evaluation criteria of the tender. Preference will be given to owned trucks over attached trucks. If the Bidder offer only attached trucks , they will be rejected and EMD will forfeited. The bidders offering single ready owned truck upto a capacity 12.5 MT can offer one proposed owned truck and bidders offering more than one ready owned trucks can offer maximum two proposed owned trucks of licensed capacity upto 12.5 MT and below

The successful bidders shall carry out the transportation of Auto LPG by road in tank trucks, from Haldia locations to BPCL Uluberia LPG Bottling Plant. The tank truck will be received/ again invoiced Ex Uluberia plant and then proceed to BPCL Auto LPG dispensing stations. **This contract will be valid for a period of five years with effect from date of LOI.**

Offers may be submitted by:

- (i) Proprietorship firms / Individuals who are Indian citizens, who have attained the age of majority; or in the name of spouse/parents. An affidavit in this regard is to be submitted in the Propreitorship firms/individuals offer trucks in the name of spouse/parents.
- (ii) partnership firm consisting of Indian citizens; or
- (iii) Co-operative society of which all the members are Indian citizens; or
- (iv) Company duly registered under the Companies Act , 1956 provided they comply with the conditions contained hereinafter.

1. Firms having Partners /Directors / Proprietor who has been convicted in criminal cases or blacklisted or Action for
 - i. Termination of Contract
 - ii. Withdrawal of LOI / Work Order have been taken for malpractices while undertaking transportation job, by any of the PSU Oil Companies are not eligible to submit their offers.
2. The bidders, who are offering ready tank trucks should offer only those tank trucks, which are duly licensed for Auto LPG in operating condition, and registered in their name or attached to them on the closing date of the tender. Bidders who are offering proposed trucks, would place such trucks, with all trucks in **owned category**, against the LOI issued by BPC within 90 days from the date of LOI. Subject to meeting all terms and conditions, bidders offering low rates leading to minimum financial outgo to the respective Corporations would be given preference while awarding Contract and their tank trucks would be given longer routes/sectors while utilizing those tank trucks based on prevailing circumstances.
3. The Corporations reserve their right to allow Price / Purchase preference to Central Public Sector Enterprises as admissible under existing Government Policy.
4. The tender document could be downloaded from website <https://bpcl.eproc.in/> <https://www.bharatpetroleum.in/tender/view-tenders.aspx> and <http://eprocure.gov.in/cppp> using the bidder's digital signature and registered user ID. Tender document will not be available for purchase from any of our offices of BPCL . Technical Bid and Price Bid to be submitted online only. The tender document and requisite supportive document of tender should be submitted though online only. Tenders received without the requisite Tender Fees and EMD will be summarily rejected. Offer of the bidders not adhering to procedure prescribed in the tender document are liable to be rejected.
5. Procurement as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 (Policy) :
 1. Subject to other terms and conditions stated in this tender document including but not limiting to the pre-qualification criteria, Twenty per cent (20%) of requirement is earmarked for Micro and Small Enterprises (MSE).
 2. Out of the above 20 percent, a sub-target of 20 per cent (i.e. 20 percent out of 20 percent , which is 4%) is earmarked for Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs.
 3. In the event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Cast or Schedule Tribe entrepreneurs shall be met from other Micro and Small Enterprises.
 4. Micro and Small Enterprises quoting price within price band , then they will be allowed to carry out the work by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises will be allowed to carry out the work upto 20 percent of requirement.

- v. In case of more than one such Micro and Small Enterprises, the work shall be shared proportionately .
- vi. Micro and Small Enterprises will be exempted from payment of **Tender Fees** and **Earnest Money**.
- vii. The above provisions shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- viii. Necessary certificate issued by Authorized body under the Ministry of Micro, Small & Medium Enterprises shall be valid as on the date of opening of the credential bid . All the technical specifications / techno commercial terms and conditions and the pre qualification criteria are also to be fulfilled by the MSEs.
- ix. No attached truck is allowed under MSE category.
6. Bidders interested in participating in the above Auto LPG Tender can not quote the same tank truck in more than one tender of BPCL and Other marketing oil companies.
7. All bidders will have to submit Tender Fees and an interest free Earnest Money Deposit (EMD). The original instrument of Tender Fees and EMD along with the copies of documents as mentioned in the general terms and condition of tender have to be submitted only in sealed envelope with the tender No. clearly mentioned on it in the tender box available at the Eastern Regional Office, Kolkata at the address mentioned below before scheduled closing date and time of the tender.

8.

**Regional LPG Manager – EAST
Bharat Petroleum Corporation Limited,
Eastern Regional Office
'Bharat Bhavan'
Plot No. 31, KIT Scheme
118, Golf Green,
Prince Gulam Md. Shah Road,
Kolkata - 700095**

Tenders received without Tender fees/EMD/ Inadequate EMD will be summarily rejected. In case Proposed trucks are also offered alongwith ready trucks, additional EMD of Rs 50,000/- per truck will have to be submitted.

In case those who have offered Proposed trucks alongwith owned trucks , EMDs which are not submitted for the proposed trucks, this will be treated as offer without proposed trucks only.

Those who offer only proposed trucks without any owned ready trucks, their tender will be rejected and EMDs will be forfeited.

No correspondence will be entertained in this regard.

9. Demand Draft / Pay order in respect of Tender Fees/ EMD to be made on any Scheduled / Nationalised bank, in favour of the Corporation with whom the bidder wants to enter into contract. The Demand Draft should be in the name of **Bharat Petroleum Corporation Limited** payable at **Kolkata**.

10. The Corporations will be at liberty to follow any guidelines issued by the Ministry of Petroleum & Natural Gas, Government of India for award of any contract to any bidder belonging to the Scheduled Caste and Scheduled Tribe category. Currently as per the guidelines of MOP&NG, there is provision for reservation of 15% for SC category and 7.5% for ST category.
11. For detailed Terms & Conditions and the guidelines for filling up /submission of the e-tender, please refer the tender documents.
12. The Credential Bid will be opened on **19.08.2016 at 15.00 hrs.**
13. Conditional and/or incomplete tenders are liable to be rejected.
14. The tenders will remain valid for 240 days from the closing date unless extended by mutual consent in writing.
15. The Corporations reserve the right to reject any or all the tenders or to withdraw /modify this tender without assigning any reason thereof. Submission of bids against this tender or acceptance of the offer against this tender will be without prejudice to any existing bulk LPG transportation contracts between the concerned bidders and the Corporations.
16. The name and address of the office where Tender Fees and EMD along with other documents as mentioned in Annexure-B of General terms and conditions to be submitted is given below:

**Regional LPG Manager – EAST
Bharat Petroleum Corporation Limited.,
Eastern Regional Office
'Bharat Bhavan'
Plot No. 31, KIT Scheme
118, Golf Green,
Prince Gulam Md. Shah Road,
Kolkata - 700095**

DOCUMENTS TO BE UPLOADED IN THE e-TENDER PLATFORM

1. Scanned copy of Demand Draft in respect of Tender Fees/EMD should be uploaded as a proof of payment of Tender Fees/EMD
2. Annexure- I : Declaration giving the details of bidders along with undertaking .
3. Annexure- II : Details of quoted ready trucks including proposed TTs.
4. Self attested copy of SC/ST certificate duly issued by competent authority as per format given in the general terms and conditions . General category shall submit “not applicable” declaration by crossing the attached SC/ST certificate : Annexure-VI.
5. Annexure-B : Letter to be given on Bidder’s letter Head along with documents.
6. Tender acceptance letter to be uploaded by the vendor : Annexure-VII.

Annexure- I

(Affidavit/ declaration on non-judicial stamp of requisite value-duly notarized)

DECLARATION

BPCL

TENDER NO. BPCL/LPG/ER/2016/02/AUTO LPG

NOTE – CIRCLE SELECTION ** CROSS OUT REJECTION *WRITE IN CAPITALS
QUOTED FOR THE CORPORATION - BPCL, EASTERN REGION**

NAME OF THE BIDDER : _____

REGISTERED ADDRESS :

STATUS

Proprietorship : **PR**
Partnership : **PA**
Private Ltd. Co. : **PV**
Public Limited Co. : **PU**
Cooperative Society : **COP**

Sr. No.	Name and Address of Proprietor / Partner / Directors/ Chairman/ Secretary	Whether related to BPCL Directors	
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		YES	NO
		YES	NO

I the bidder M/s _____
thereby declare that I have read the entire tender document and understood all terms and conditions mentioned in the tender.

I have thoroughly read and understood the **GUIDELINES TO SUBMIT e-TENDER & GENERAL INSTRUCTION TO BIDDERS.**

All the terms and conditions of this tender, Contract Agreement and Integrity Agreement, as mentioned in the tender document are acceptable to us and shall abide by the policy as per M/s Bharat Petroleum Corporation Ltd.

I also affirm that an Earnest Money of Rs. ----- in favour of M/s Bharat Petroleum Corporation Ltd. And payable at -----(Location) vide DD No. / Pay Order No. -----dtd. ----- is submitted along with other documents.

I also confirm that information furnished by me in **Annexure- B** is correct to the best of my knowledge and if same is found to be incorrect at any point of time , the Corporation shall be at liberty to cancel my bid.

It is also affirmed that no changes have been made in the tender document.

Place :

Date :

Name and Signature of Authorised Signatory with seal

BPCL

Annexure II

Name of the Bidder

TENDER NO: **BPCL/LPG/ER/2016/02/AUTO LPG**

Number of Licensed, registered and operational Auto LPG Tank trucks Offered:

IN FIGURES	IN WORDS

Number of Proposed tank trucks offered:

PARTICULARS OF LICENSED / REGISTERED AND OPERATIONAL AUTO LPG TANK TRUCKS OFFERED																
S. No	RTO Registration No.	Engine No.	Chassis No.	TRUCK			Model Year	Date of First Registration	Licensed Capacity in KG	ABS (Y/N)	VTS (Y/N)	PESO License validity	Owned / Attached	National Permits (Y/N)	Valid Insurance Available	
				MAKE	Tank Number	IEFCV (Y/N)									YES	NO
1																
2																
3																
4																
5																
6																
7																
8																

9																
10																
11																
12																
13																
14																
15																
16																
17																
18																
19																
20																

NOTE :

5. For including the details of more number of Tank trucks additional copies of this page can be taken, duly filled up & uploaded.
6. Restrict to Maximum age limit of Tank Truck is 14 years from effective date of tender (considering existing RTO rule of 15 years)

SEAL AND SIGNATURE OF BIDDER

PLACE :

EASTERN REGION – PRICE BID

ANNEXURE-C

PARTICULARS OF BIDDER

Sr.No.	Name of the party	Category (Fill Y / N)					Total no. of TT quoted	No. own quoted of TT	Average Age of TTs in days as per general tender condition
		Gen	SC	ST	MSE	MSE(SC/ST)			
a	b	c	d	e	f	g	h	i	j

Annexure-B

(Letter to be given on Bidder's letter Head along with documents)

CATEGORY: SC/ST/MSE/ MSE(SC/ST) / OTHERS (Tick one)

From :

M/s. _____

To:

Regional Manager – EAST , BPCL

Dear Sir,

SUB: AUTO LPG TRANSPORTATION TENDER BY ROAD

TENDER NUMBER : BPCL/LPG/ER/2016/02/AUTO LPG

In response to your notice inviting tenders for above, we confirm having carefully read, studied and understood various terms and conditions /documents downloaded with the tender and the same has been digitally signed for having read and accepted the same in toto. We are also confirming that the following documents as per the check list given below has been manually submitted along with the EMD.

Tick Y-For Document enclosed.
Tick N- For Document not enclosed.

CHECK LIST FOR SUBMISSION OF DOCUMENTS MANUALLY ALONG WITH EMD :

i.	DD/PO No.____ dated____ drawn on_____ bank payable in your favour at _____is enclosed as earnest money(EMD). OR self attested document from competent authority as a proof of exemption in case bidders are registered under MSE such as EM II certificate in case of MSE registered parties.	Y / N
ii.	Statement of particulars of tank trucks offered as per Annexure-II of Credential Bid (number of proposed trucks also to be included, if quoted) is enclosed along with self attested photocopies of documents related to each offered Tank Truck	Y / N
a.	Copy of original invoice of quoted trucks showing details of chassis no. , engine no. & Capacity of truck and tank no. OR a letter from the original manufacturer giving the details of chassis no. , engine no. , capacity of truck and tank no. of the quoted trucks.	Y / N
b.	TT Registration Certificate	Y / N

c.	PESO license	Y / N
d.	National Permit and State Permit	Y / N
e.	Insurance	Y / N
f.	Fitness certificate	Y / N
g.	Original Affidavit as per format for attached tank trucks from owner/ member of Co-operative society	Y / N
iii.	Declaration A , B and C	Y / N
iv.	Details of relationship with Directors of BPC	Y / N
v.	Authenticated copies of Trading license or Company Registration Certificate.	
vi.	Authenticated copies of Partnership Deed or Certificate of Incorporation	Y / N
vii.	Legal status and other particulars of bidder	Y / N
viii.	Documents for participating in the tender as per format	Y / N
ix.	Particulars of bidder	Y / N
x.	Declaration of bidder on letter head	Y / N
xi.	Letter of undertaking for deduction of TDS	Y / N
xii.	SC/ST certificate for Proprietor/All Partners/Directors or Bidder as well as Tank Truck owner in the prescribed pro-forma enclosed as Attachment (Annexure-VI).	Y / N
xiii.	Self attested copy of Invoice from IOC/HPC/BPC as proof of tank truck in use. Invoice date shall be or after 1 st July 2016. (In case tank truck is operating with IOC/HPC, NOC from contracting company shall also be submitted.)	Y / N
xiv.	Agreement for Integrity Pact	Y / N
xv.	Copy of PAN Card	Y / N
xvi.	Details of expenses per tank truck as per Annexure-V	Y / N
xvii.	Tender acceptance letter as per Annexure-VII	Y / N
xviii.	Proforma' for confirmation on applicability of "Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act 2006)"	Y / N

I am the competent authority authorised to sign this Auto LPG Tender .

Signature: _____

Full Name: _____

(Signed as Proprietor/Partner/Director/POA*)

* Power of Attorney

Rubber Stamp :

Address:

Note: 1. Authenticated means self-attested. In case at a later stage, during verification of Original of these self attested documents, any discrepancy is observed, the tender will be rejected.

2. Tenderers shall indemnify the Corporation from any fraudulent declaration and consequences of the same.

**GENERAL TERMS AND CONDITIONS OF TENDER FOR TRANSPORTATION OF AUTO LPG
BY ROAD**

1. Electronic bids (e-tenders) are invited under Two-Bid system from bonafide Bidders, who are willing to quote rates and must have the following :
 - (i) Own at least one Auto LPG / tank truck of fixed chassis of payload not exceeding 12.5 MT as on closing date of tender.
 - (ii) The age of the above Tank Trucks quoted should not be more than 14 years from date of the first registration as on the tender date.
 - (ii) Tank Truck quoted must have valid license from Petroleum Explosives Safety Organistaion (PESO) as on closing date of tender.

In case any tank trucks quoted by the bidders are found to not having valid license from Petroleum Explosives Safety Organistaion (PESO) as on closing date of tender , then such tank trucks will be rejected. The TTs must be fitted with approved IEFCV with certificate from competent person duly approved by PESO.

This tender is floated for Eastern Region – BPCL. Bidders have to meet the above minimum qualification criteria of the tender for their participation. Bidders can quote attach trucks also alongwith owned trucks but induction of TTs shall be as per evaluation criteria of the tender. Preference will be given to owned trucks over attached trucks. Offer of attached trucks alone will not be considered and they will be rejected and EMDs will be forfeited.

The bidder to upload the particulars of all TTs offered in the prescribed format as per **Annexure-II** at the time of submission of the e-tender. These TTs have to uplift product from any or all the sources of BPCL for transportation of Auto LPG by road in tank trucks, from loading locations as mentioned in the tender (Price bid and technical bid) to all Bottling Plants/Customers (Ex- MI / Delivered) of BPCL and also for stock transfer of Auto LPG from supply sources to Bottling plants during the contract period.

This contract will be valid for a period of 5 years with effect from date of LOI.

The bidders offering single ready owned truck upto capacity of 12.5 MTs of Fixed Chassis can offer one proposed owned truck and bidders offering more than one ready owned trucks can offer maximum two proposed owned trucks of licensed capacity of maximum 12.5 MTs & below. Tenderers should not offer only proposed trucks. If those tenderers offer only proposed trucks, they will be rejected and EMDs will be forfeited.

Estimated / projected peak season monthly Auto LPG upliftment by Road during the Contract Period in MT is given as under:

The estimated / projected requirement of trucks for the contract period in numbers is 5. The number of trucks, volume , etc., are purely indicative and will depend on various factors, like LPG availability, demand fluctuations, turn around of trucks , commissioning of new ALDSs etc. Details are given below:

S.NO	SOURCE	DEALER NAME	RTKM (APPROX)	AVG. PROJECTED SALES/MONTH/MT
1	HALDIA	DIGBIJOY ENERGY	270	30.00
2	HALDIA	RAIBARIELLY SERVICE STATION	256	25.00
3	HALDIA	SREEMA SERVICE STATION	268	25.00
4	HALDIA	DUM DUM SUPER S/STN	266	40.00
5	HALDIA	IMPERIAL PETROL SERVICE STATION	280	40.00
6	HALDIA	B.DEY (I)PVT. LTD	258	15.00
7	HALDIA	AMAR SERVICE STATION	256	15.00
8	HALDIA	MANIK TRADERS	290	20.00

The quantities mentioned above are purely indicative and directional and subject to changes based on various factors and circumstances.

Companywise / Sourcewise Estimated / projected peak season monthly Bulk upliftment by Road for the Contract Period in MTs is given in Price-Bid, based on which financial outgo to the respective Corporations will be calculated for arriving at the ranking of bidders.

Corporation will follow the evaluation criteria specified under clause no. 4 hereunder till these requirements are met.

In case sufficient number of such tank trucks are not received in this tender to meet the above requirement, Corporation reserve the right to take suitable measures as deemed fit to meet such requirement.

The TT requirement in numbers mentioned above are purely indicative and directional since it is based on various assumptions / parameters like LPG availability at sources, demand fluctuations, average TT capacities, commissioning of other transportation modes etc. Corporations therefore reserves their right at their sole discretion to alter the above mentioned TT requirement.

The range of mileage mentioned above is purely indicative and will depend on various factors like LPG availability at sources, demand fluctuations, turnaround of the trucks, commissioning of new plants, Supply Sources, Pipelines, railway sidings , and alternate fuel etc.

The Corporations however does not give any guarantee for Minimum mileage for each truck and for such reason, the Transporter cannot claim certain minimum mileage per truck and also claim any consequent damages.

The transportation of Auto LPG would be from the sources mentioned in the Price Bid to all bottling plants, which may be located either in the same Region or in other Regions Zones also. Contracting Corporation at their sole discretion may utilise the trucks offered for a particular loading base/Regions from any other base/Region for transportation of the product therefrom and in such event the concerned transporters' agreed rates (where trucks are currently attached) or the finalized L1 rates of the regions (where trucks will be deployed for further movement), whichever is lower, would be paid. In case the rates are not established for any loading base / source , then the established rates of the nearest source would be applicable.

For e.g. In case of TTs originally, contracted in ER, moving product from any source to any source in ER, which are not mentioned in the price bid of ER, then rate applicable will be of the agreed rates of transporter under ER or finalized L1 rates of ER in which loading of TT is undertaken, whichever is lower, would be paid.

2. Offers may be submitted by :

- (i) Proprietorship firms / Individuals who are Indian citizens, who have attained the age of majority; or in the name of spouse/parents. An affidavit in this regard is to be attached.
- (ii) partnership firm consisting of Indian citizens; or
- (iii) Co-operative society of which all the members are Indian citizens; or
- (iv) Company duly registered under the Companies Act, 1956 provided they comply with the conditions contained hereinafter.

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

3. The bidders, who are offering ready tank trucks should offer only those tank trucks, which are duly licensed for Auto LPG, in operating condition, and registered in their name or attached to them on the closing date of the tender. Bidders who are offering proposed trucks, would place such trucks, with all trucks documents in owned category, against the LOI issued by BPC within 90 days from the date of LOI. Subject to meeting all terms and conditions. Bidders offering low rates leading to minimum financial outgo to the respective Corporations would be given preference while awarding Contract and their tank trucks would be given longer routes/sectors while utilizing those tank trucks based on prevailing circumstances.

4. EVALUATION OF TENDERS:

i. This e-tender is floated in two-bid system i.e. credential bid & price bid. Credential bid will be first opened on scheduled date and will be evaluated as per the terms and conditions of the tender. Price bids of the bidders, who have qualified in credential bid based on above evaluation by the Corporation, will be opened on subsequent notified date.

ii. Ranking of bidders:

a) Original Ranking of the bidder(s) i.e. L-1, L-2, L-3 etc will be decided on the basis of ascending order of financial outgo to the Corporation on overall basis, considering the tentative volume, original rates quoted for all the sources and sectors as mentioned in the Price bids, as per (Annexure-C). In case any bidder has not quoted rate for one/ some sectors of a particular Region then the upper rate of the price band for that particular sector shall be taken while calculating the financial outgo to the Corporation for arriving at the ranking of that bidder.

iii. **Allocation of tank trucks :** In case of bidders quoting rates, which is floor price i.e. at the bottom of the price band for all sectors and there is same financial outgo, then allocation of Tank Trucks (TTs) to such bidders will be as under:

- a. In case quoted tank trucks are less than the requirement , then all the tank trucks quoted will be allocated subject to fulfillment of eligibility criteria as per tender conditions
 - b. In case quoted tank trucks are more than the requirement , then TTs in order of latest model (from the month of Model/Year mentioned in RC Book. will be allocated to the bidders till the TT requirement is fulfilled.
 - c. In case at any point of time during allocation of TTs as per iii.b above, if it is found that no. of TTs required are less than the balance available TTs and all the balance TTs are of same model, then allocation will be made on proportionate basis to bidders based on the no. of balance trucks available with the bidders after allocation of trucks as per iii.b above .

 e.g. let us assume, balance quoted trucks is X, requirement is Y, left out trucks of a bidder is Z , then that particular bidder will get no. of trucks from the balance trucks = $Z * (Y/X)$ (trucks will be allocated upto next whole number in case of decimal ,i.e. greater or equal to 0.5 is 1 and less than 0.5 is zero).

 Corporation also reserves the right to close the tender without inducting balance tank trucks from this group (having same model) or accept all the trucks in this group.
 - d. In the above cases , the floor price quoted by the bidders shall be termed as lowest quoted (L1) rates.
 - e. In case , requirement of tank trucks is not met by the original quoted bidders at floor price (as mentioned in iii .a , b & c) , then remaining bidders in order of their original ranking (as per 4.ii (a) , (b) , (c) & (d)) shall be called one by one to match the floor price i.e. lowest quote for the tender till requirement of TT is met. All TTs offered by such bidders shall be taken subject to fulfillment of qualifying criteria and Corporation's requirement.
 - f. **Proposed trucks:** In case the requirement of trucks is still not met , then the quoted proposed trucks shall be allocated as per the ranking as mentioned at 4.ii.a, 4.ii.b, 4.ii.c and 4.ii.d amongst the parties who has either originally quoted or matched the floor price . In case of requirement at any stage is less than the availability of tank trucks in respect of any bidder is found , then latest model will be considered.
 - g. **Additional trucks:** Even after , exercising the option upto (f) as mentioned above , full requirement of trucks is still not met, then Corporation reserves the right to accept more trucks at L1 rates (Floor price) from the bidders in their original order of ranking. Additional EMD @Rs.50,000/-per truck has to be deposited as per para (viii) below.
 - h. In case ,even after exercising the allocation of trucks as per (g) above , requirement of tank trucks is still not met , Corporation reserves the right to negotiate and finalise other acceptable rates other than floor price rates amongst the remaining bidders in order of their ranking and all TTs offered by such bidder shall be taken at the negotiated rates till the requirement of TT is met.
 - i. Corporation reserves its right to negotiate and induct TTs from the remaining bidders as per (h) above till the requirement of TTs is met.
 - j. In case , bottom of the rate band i.e. Floor price is not quoted by the bidders , then allocation of trucks will not be applicable as per above. **Further allocation of trucks will be as below :**
- iv. In case , rates (**other than floor price**) quoted by L-1 Bidder(s) are acceptable to the Corporation and if Corporation decides not to negotiate the quoted rates , then trucks

offered (owned and attached) by the L-1 Bidder(s) will be allocated as per ranking as mentioned e.g. 4.ii (a) , (b) , (c) & (d) till the requirement of TTs is fulfilled.

- v. In case , rates (**other than floor price**) quoted by L1 bidder(s) is not acceptable to the Corporation, negotiation / counter offer exercise will be carried out with such bidder(s) in order of ranking as mentioned ag. 4.ii (a) , 4.ii(b) , 4.ii(c) & 4.ii(d) . Trucks offered by these bidder(s) will be allocated upto the requirement at the revised / negotiated L1 rates accepted by them during negotiation / counter offer.
- vi. In case trucks offered by L1 bidder(s) are not meeting the full requirement, then L1 rates / revised / negotiated L1 rates (as the case may be) shall be offered to other bidders . Such bidders shall be offered the finalized L1 rates and they will have to confirm their acceptance in writing within the given date & time. In case of non-receipt of confirmation within the stipulated period it will be construed that they are not interested in accepting the offered rates in this tender. Further induction of trucks from the transporters who have accepted the finalized L1 rates will be done in order of their ranking as mentioned at 4.ii.a, 4.ii.b, 4.ii.c and 4.ii.d till the requirement is met.
- vii. **Proposed trucks:** In case the requirement of trucks is still not met , then the quoted proposed trucks shall be allocated as per the ranking as mentioned at 4.ii.a, 4.ii.b, 4.ii.c and 4.ii.d. In case of requirement at any stage is less than the availability of tank trucks in respect of any bidder is found , then latest model will be considered.
- viii. **Additional trucks:** If, after exercising the option upto (vii) as mentioned above , full requirement of trucks is still not met, then Corporation reserves the right to accept more trucks at negotiated L1 rates from the bidders in their original order of ranking.

In this case, bidders who are now offering additional trucks should first deposit additional EMD at the rates applicable per proposed truck as specified in this tender i.e. @Rs.50,000/-truck & all required documents for the additional trucks within a specified period not exceeding 15 days from the date of such offer and only then their offer for additional trucks will be considered. All such offered additional tank trucks should be presented for physical verification within 60 days from the date of such offer, failing which the EMD deposited for such additional trucks will be forfeited.

- ix. If the above still results in deficiency of trucks, then negotiations/counter-offer exercise will be conducted with the balance bidders in their order of ranking till the full requirement of trucks is met. Bidders to note that a bidder placed in the lower order of ranking may not get an opportunity of induction of their trucks if requirement of trucks is met from the bidders ranked above them .
- x. In case the requirement of trucks is still not met , then the quoted proposed trucks shall be allocated as per the ranking as mentioned at 4.ii.a, 4.ii.b, 4.ii.c and 4.ii.d and as per clause (vii) & additional trucks as per clause (viii).
- xi. No bidder will be allowed to counter offer rates lower than the negotiated L1 rates in any category. In case in any category , bidder has originally quoted the rates which is lower than the negotiated L1 rates , such rates will be accepted. However , status / ranking of bidder will not change due to the bidder's original lowest quote in any particular sector than the negotiated rates despite the fact that the financial outgo may become less than the original L1.
Any offer / counter offer received from bidders without being asked by the Corporation shall be treated as unsolicited offer and shall be summarily rejected.
- xii. BPCL reserves its right for not inducting any proposed trucks. In such an event, EMD collected from bidder for proposed trucks shall be refunded.

5. RESERVATION :

- (a) The provision of reservation will be 15% (fifteen percent) & 7.5 % (seven and a half percent) for Scheduled Castes and Scheduled Tribes respectively on all India basis.
- (b) The members of SC/ST desirous of operating the tank trucks will have to participate in the tenders floated by the Corporation.
- (c) The SC/ST members should fulfill all tender conditions, and will not be eligible for any price preference or relaxation of standards.
- (d) If adequate number of tank trucks offered by SC/ST candidates are not available in any particular year of tender , the unfilled quota may be allotted to the unreserved categories in that year of tender. However, the unfilled quota may be carried forward to the next tender also and offered to SC/ST candidates. If the quota of the previous tender is not filled even in the next tender, the unfilled quota of the previous tender may be de-reserved and allotted to general categories.

NOTES :

- (i) The SC/ST bidder/s desirous of operating under partnership firm, or Private Ltd. Co., or Public Ltd. Co. or a Cooperative Society, or any other, should have all the partners or members of private / Public / Cooperative firms belonging to the same category without exception, i.e. either SC or ST as the case may be.
- (ii) Caste certificate for each individual member of a Partnership / Public / Private / cooperative Firm should be enclosed as proof along with the Credential bid.
- (iii) In the event of any of the members failing to submit the caste certificate as proof of belonging to SC/ST category along with the Credential Bid, the tender will be treated as a General Category tender.
- (iv) The registered owner/s of the tank trucks offered by the SC OR ST bidder/s must also belong to the same category, either SC or ST, as the case may be. In other words, if the bidder is issued work order under SC category, all the registered owners of the tank trucks offered against the particular work order must also belong to SC.
- (v) If any of the tank trucks offered do not belong to a member of the category concerned, i.e. SC or ST, as the case may be, the tender will be treated as under general category.

6. The bidder has to upload the documents as per Annexure- A at the time of submitting the e-tender online.

7. The Corporation reserves its right to allow Price/ Purchase preference to Central Public Sector Enterprises as admissible under Government Policy.

8. Procurement as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 (Policy) :

i. Subject to other terms and conditions stated in this tender document including but not limiting to the pre-qualification criteria, Twenty per cent (20%) of requirement is earmarked for Micro and Small Enterprises (MSE).

ii. Out of the above 20 percent, a sub-target of 20 per cent (i.e. 20 percent out of 20 percent , which is 4%) is earmarked for Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs.

- iii. In the event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Cast or Schedule Tribe entrepreneurs shall be met from other Micro and Small Enterprises.
- iv. Micro and Small Enterprises quoting price within price band , then they will be allowed to carry out the work by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises will be allowed to carry out the work upto 20 percent of requirement.
- v. In case of more than one such Micro and Small Enterprises, the work shall be shared proportionately .
- vi. Micro and Small Enterprises will be exempted from payment of **Earnest Money**.
- vii. The above provisions shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- viii. Necessary certificate issued by Authorized body under the Ministry of Micro, Small & Medium Enterprises shall be valid as on the date of opening of the tender. All the technical specifications / techno commercial terms and conditions and the pre qualification criteria are also to be fulfilled by the MSEs.
9. If any of the employees of the bidder, at the time of submission of the tender or thereafter, are the near relative of any of the officers of the Corporation BPCL OR HPCL OR IOCL OR ANY PUBLIC SECTOR OIL INDUSTRY or of the State Government or Central Government, the bidder will give such information to the concerned Corporation in the prescribed format enclosed with the tender document.
10. **OWNERSHIP** : For the tank trucks offered in response to this tender, to be considered as **owned**, tank trucks should be registered, in the case of:
- (a) Proprietorship firms / individuals - in the name of the bidder or in the name of of spouse or parents, an affidavit for the use of tank truck by the firm should be furnished .
 - (b) Partnership/MSE registered firms, in the name of the firm or in the name of any of the partners/Directors. In the event the tank truck is registered in the name of partner/Directors, the concerned partner / Director should give an affidavit for the use of the tank truck by the firm.
 - (c) Company, in the name of the Company.
 - (d) Co-operative society, in the name of the co-operative society or in the name of any of the members of the Society. In the event the tank truck is registered in the

name of member of the society, the concerned member should give an affidavit as per format for the use of the tank truck by the Co-operative Society supported by certificate of membership of the society.

11. SPECIFICATION OF TANK TRUCKS:

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

- (i) Rules pertaining to the transportation of LPG under SMPV Rules and amendments issued from time to time;
- (ii) specifications as laid down by OISD and other statutory authorities and amendments issued from time to time;
- (iii) pressure vessel to be designed and constructed and tested in accordance with the Indian Standards IS: 2825 and amendments issued from time to time;
- (iv) Central Motor Vehicle (Fifth Amendment) Rules, 2005 and amendments issued from time to time;
- (v) Requirement as per Public Liability Insurance Act and amendments issued from time to time;
- (vi) Auto LPG Tank Trucks of category other than tractor-trailer combination manufactured on and after 1st October 2006 should be fitted with Anti Lock Brake System (ABS) .
- (vii) Auto LPG Tank Trucks manufactured on and after 1st day of October 2007 that are used as tractor-trailer combination should be fitted with Anti Lock Brake System (ABS).
- (viii) If ABS has been made mandatory by any of the State Govt.(s), the same to be complied by the bidders irrespective of the model.
- (ix) Three point seat belt to be provided in each of the tank truck irrespective of any model.
- (x) Large rear view mirrors have to be fitted in each tank truck on either sides.
- (xi) All trucks offered have to be fitted with Internal Excess Flow Check Valves (IEFCV) as per PESO guidelines.
- (xii) Visual Manifestation Standards (VMS) : Induction of Trucks will be done only after ensuring of compliance of VM standards of respective Oil Companies.
- (xiii) The body of a tanker carrying dangerous or hazardous goods shall be painted in white colour with a dry leaf brown ribbon of 5 centimeters width around in the middle of the exterior and that of the driver's cabin in orange colour (Rule 90(1) of the CMVR , 1989.
- (xiv) Fixing of retro –high-intensity grade reflective stickers white tape with 7 cm width in the front of prime mover , yellow colour on both sides in the same width and red colour tape with 7 cm width throughout at rear side for better visibility in poor light condition.
- (xv) There should not be any mobile re-charging facility in the cabin.

- (xvi) Any other applicable Act/Rule or any other amendment or re-enactment thereof as per specific State / Central Authorities , if any from time to time .
- b) No tank truck will be offered under this tender which :
 - (i) is presently in Contract with any Oil Company (including Private Company) for a period beyond the commencement date of this contract i.e. 01.11.2014
 - (ii) has been offered in more than one tender or to more than one Corporation . Such Tank Truck(s) will be rejected and shall not be considered in any of the tenders.
- (c) No tank truck which has been blacklisted or suspended by Indian Oil Corporation Limited/ Hindustan Petroleum Corporation Limited/ Bharat Petroleum Corporation Limited can be offered.

The successful bidder at the advice of Contracting Corporation shall arrange to change the Registration number at their own cost as directed by Contracting Corporation within one month of such request. Failure to do so would be treated as breach of contract and action as per the terms and conditions of the contract would be taken.

- (d) Rates to be quoted will have to be quoted after considering all aspects.

12. EARNEST MONEY DEPOSIT(EMD) :

- (a) (i) All bidders will have to submit Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty Thousand only) per ready truck subject to maximum Rs 2,00,000/- (Two lakhs only) per tender. Tenders received without EMD would be rejected. In case Proposed trucks is also offered, additional EMD of Rs 50,000/- per truck will have to be submitted.
- (iii) EMD should be submitted by way of demand draft / pay order drawn on any Scheduled Bank in favour of the Corporation with whom the bidder wants to enter into contract and by no other mode, i.e. by cheque or otherwise. The Demand Draft/Pay Order should be payable at the Eastern Regional Office of the Corporation situated at Kolkata and to be submitted in physical form alongwith other documents in a sealed envelope at the address mentioned in clause No.16 of credential bid.
- (iv) **Bidders registered under Micro and Small Enterprises will be exempted from payment of Earnest Money for all the quoted tank trucks. Such bidders must have the valid EM II certificate with them to get the benefit of exemption in respect of EMD.**

(b) Interest free EMD will be forfeited if the bidder :

- (i) modifies/withdraws on his own the offer during the validity period of 240 days from the due date of tender.
- (ii) refuses to sign the formal contract after acceptance of the bidder's offer
- (iii) does not furnish the requisite Security Deposit, as mentioned hereinafter.
- (iv) is unable to position any of the qualified tank truck/s within the stipulated time after issuance of Letter Of Award / Letter Of Intent/ signing the contract with the Contracting Corporation.
- (v) fails to comply with the above condition for any one or part of the quoted number of trucks. The forfeiture of EMD amount in such cases will be at the rate of Rs. 20,000/- (Rupees Twenty thousand only) per defaulted ready truck subject to maximum Rs 2,00,000/-(Two lakhs only) per tender and Rs 50,000/- per truck in case of proposed trucks.

(vi) Interest free EMD would be refunded :

- (i) To the unsuccessful bidder(s) within 30 days from the acceptance of the offer of the successful bidder
- (ii) To the successful bidder(s), only after signing of formal contract, submission of requisite Security Deposit.
- (iii) In case proposed trucks are accepted , entire EMD will be refunded only after positioning of proposed trucks.

13. Security Deposit (SD):

- (a) Successful bidders, who have taken Carriers Legal Liability Insurance Policy for the cargo for an amount covering Minimum Rs 5,00,000/- per truck, will be required to furnish Security Deposit at the rate of Rs.1,00,000/-- (Rs. One Lakh only) per tank truck subject to a maximum of Rs. 5,00,000/- (Rs. Five lakhs Fifty thousand only) per contract. **Security Deposit should be submitted in the form of Bank Guarantee only and BG should be valid for six months after expiry of contract.**
- (b) In case the successful Bidder desires not to take Carriers Legal Liability Insurance Policy for the Cargo, the Transporter would be permitted to submit a Security Deposit in the form of composite Bank Guarantee in the prescribed format provided in the tender, for an amount of Rs 5,00,000/- (Rs. Five Lakhs only) in lieu of the same as per clause no. 19 of the contract agreement. In their own interest the successful bidders should take Insurance cover for the cargo.
- (c) Minimum Security Deposit amount or Rs.1,00,000/- and Maximum up to Rs.5,00,000/- will have to be deposited with Contracting Corporation by way of bank guarantee in favour of the Corporation with whom the bidder wants to enter into contract and payable at KOLKATA and the BG must be valid for six months beyond the maximum tenure of this contract.
- (d) The aforesaid security deposit will be adjusted against any claim of Contracting Corporation against the bidder.
- (e) In case the Truck/s offered by the bidder during the validity of the contract are withdrawn without the consent of the Corporation and replacement trucks are not provided within 15 days of withdrawal / replacement of trucks not provided against trucks completing 14 years during the pendency of the contract , Security deposit @ Rs. 1,00,000/- (Rs. One Lakh only) per each Truck withdrawn will be liable to be forfeited.
- (f) The aforesaid security deposit will be adjusted against any claim of Contracting Corporation against the bidder.
- (g) In case the Truck/s offered by the bidder during the validity of the contract are withdrawn without the consent of the Corporation (Region / Zone) and replacement trucks are not provided within 15 days of withdrawal / replacement of trucks not provided against trucks completing 14 years during the pendency of the contract , Security deposit @ Rs. 1,00,000/- (Rs. One Lakh only) per each Truck withdrawn will be liable to be forfeited.

- 14.(a) BPCL reserve the right to negotiate with any or all Bidders.
- (b) Only the proprietors or partners of the firm or directors of the company or members of the managing committee of the society or the representative of the firm, company or society duly authorized in writing, in the manner as may be suggested by BPCL, by the proprietor or partners or directors or secretary of the

co-operative society, as the case may be with full authority to negotiate and to make commitment on behalf of the proprietor or firm or company or society should attend such negotiations.

- (c) the proprietor or partners or directors or secretary of the society or the authorized representative as the case may be should carry printed letterheads and rubber stamp of the firm while attending such negotiations so that the terms agreed can be recorded by them in writing for submission to BPCL.
15. Bidders are to submit manually the information and photocopies of the documents duly certified by the bidder (**As per Annexure-B**), as true copy of the original along with EMD and will produce the original of those documents submitted as may be required by BPCL from time to time.
16. The bidder will provide trucks to BPCL for its physical verification by location-in-charges of the concerned Corporation at their own cost and submit the physical verification certificate in Original within one month from the date of closing date of the tender or such extended period as may be permitted by BPCL at its sole discretion. All such trucks offered for physical verification should be produced at the location on the same day mutually agreed by the Corporation and the bidder within the stipulated period. If the bidder fails to produce all the trucks required for physical verification, then only the trucks produced for physical verification on the pre-decided / agreed date will be considered as qualified offered trucks. Tank trucks which are currently operating in contract under BPCL will not be required to be physically verified if the bidder has submitted the copy of last one loading challan on or after 01.07.2016. However the Corporation reserves the right to direct any bidder to submit any offered tank truck for physical verification at any point of time during the pendency of the contract. Physical verification is part of the Credential Bid evaluation, and should not be construed as acceptance of offer. Particulars of licensed / registered / and operational Auto LPG Tank trucks offered in the credential bid of the tender will only be accepted for induction in the system after issuance of LOI. In case of any deviation found in respect of details of tank trucks furnished in the credential bid and the physical tank trucks produced at the time of induction or at any later stage, then Corporation shall reject the tender.
17. Short listed bidders are to submit two sets of photocopies of the following documents duly certified by the bidders as true copy of the original and will produce the original of these documents before issuance of provisional LOI / Work Order or at such other time as may be required by the Corporations from time to time:
- (a) Registration Certificate / Certificate of Fitness / Route (National/State) Permits of their trucks
 - (b) Insurance Policies
 - (c) CCE Licenses of the trucks offered
 - (d) PAN card
 - (e) Applicable Caste certificate in original issued by Competent Authority.

Initially provisional LOI/Work Order only shall be issued. Upon receipt of the confirmation of the validity / genuineness of RC Book & CCE license from the respective Departments who issued the licenses / documents, the provisional LOI / Work Order would be converted into a regular Work Order for transportation. (This is as per directions issued in the order-dated 8.8.2007 by Delhi High Court in Writ Petition no. 17451/2005)

Corporation reserves the right to verify the details of trucks from the manufacturer's website and cross verify with the RC book from the first registration.

If anytime during the tender evaluation process or validity of the contract, it comes to the knowledge of the Corporation that the information given by the bidder prior to entering into this contract in the tender form is wrong / forged / fictitious or any material facts have been concealed, the Corporation reserves the right to reject any or all of the tank

trucks offered by the bidder OR cancel the provisional LOI. The Corporation also reserves the right to take any other action including blacklisting.

18. Bidder will execute the Agreement in the prescribed form, draft of which is annexed with the tender form and will comply with all other terms and conditions as may be specified by BPCL in the Letter of Acceptance accepting rates offered by the bidder. The agreement shall be signed only by the authorised person from the transporter's side as per constitution of the firm.

19. In the case of BPCL the Integrity Pact duly signed by the authorized official of BPCL and the Contractor , will form part of this contract / supply order. Proforma of Integrity Pact (which is issued along with the bidding document) shall be submitted by the bidder along with the EMD and other documents duly signed by the same signatory whose digital signature is used for bidding . All the pages of the Integrity Pact shall be duly signed by the same signatory. Bidder's failure to return the Integrity Pact along with the EMD and other documents , duly signed, before the closing date and time of the tender shall lead to outright rejection of such bid.

The names of the nominated Independent external Monitors for this tender are Sri Brahm Dutt IAS (Retd.) , ex-secretary , Security , A-1/8 Safdarjung Enclave, New Delhi - 110 029 09871920282 – Mob , dutt.brahm@gmail.com for BPCL

If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, BPCL shall be entitled to demand and recover from bidder Liquidated damages amount by forfeiting the EMD/Bid security (Bid Bond) as per provisions of Integrity Pact.

If the contract has been terminated according to provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to provisions of Integrity Pact, BPCL shall be entitled to demand and recover from the Contractor liquidated damages amount by forfeiting the Performance Bank Guarantee / Security Deposit as per Integrity Pact.

19. It is essential that the transporter/s furnish in writing the names, photographs, addresses, and designations of the crew and authorized representatives. Any change in the nominations is to be advised to the Corporations in advance. All authorized representatives / crew shall be issued Identity Cards free of cost by the Corporations. However in the event of loss of Identity Card, a fresh card will be issued against payment of Rs.100/- on written request along with copies of relevant FIR from the Transporter. Issue of such Identity Cards will not make the Corporations liable for any action of such representatives / crew, and will not absolve the Transporter/s for his / their liabilities under the law.
20. BPCL will be at liberty to follow any guidelines issued by the Ministry of Petroleum & Natural Gas, Government of India for award of any contract to any bidder belonging to the Scheduled Caste and Scheduled Tribe category.

21. The schedule of despatches shall be decided by the Corporation at Refineries / Fractionators/ Loading/ Unloading source(s) and the Corporation does not give any guarantee for utilisation of any trucks either for :
- (a) Minimum number of days per month
 - (b) Minimum mileage for each truck
 - (c) Route in which the truck will be utilised

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

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

Further the Transporter/ s shall not be entitled to utilize the tank truck/ s offered to the Corporations for any other purpose save the purposes hereof even though the same are not being utilized by the Corporation PROVIDED HOWEVER in the event the tank truck/ s are not being utilized by the Corporations, then in such event, the Transporter/ s may, if desired, make an application to the Corporation for permission to use the tank truck/ s for some other purpose other than the purposes hereof AND upon receipt of such an application the Corporation may grant conditionally or unconditionally or refuse without reason, such permission.

22. BPCCL will, unless inconvenient to them, in their own judgment, use the tank trucks of lower rates for longer route/destination.
23. If during the period of the contract, due to addition of new LPG bottling plants/ Source, according to Contracting Corporations assessment, additional tank trucks more than the contracted tank trucks is envisaged, Contracting Corporations reserve their rights to hire any tank truck, over and above the tank trucks accepted pursuant to this tender at any point of time and in such circumstances, Contracting Corporations will be free to hire tank trucks for such purpose as may be required by Contracting Corporations from the existing transporters at a rate not higher than their existing rates, and the trucks should not be running in any other Contract with any other Corporation including Pvt. Parties / Companies and subject to other terms and conditions which the Corporation may stipulate for the purpose.
24. Payment towards transportation shall be released on monthly basis by unloading location/loading locations and/or any other Office as may be decided by Contracting Corporations from time to time. In case the bidders observe any discrepancy, they should

put a claim to unloading locations/loading location or any other Office of Contracting Corporations as may be decided by Contracting Corporations from time to time along with the details of the statement of such error/omission in the payment. No claims shall be entertained after 3 months from the date of payment.

25. No unsolicited correspondence / queries will be entertained while award of the business / contract is under process.
26. The bidder will make good to the Corporations any loss whatsoever suffered by the Corporations, including but not limiting to the loss arising from :
- (a) The confiscation by the Government or local authorities of any quantities of LPG delivered to the Transporter(s) for transporting.
 - (b) Loading/unloading of Auto LPG or in transit

RATES:

27. The quoted rates should be firm and valid for acceptance for a period of 240 days from the closing date of the tender. No bidder will be allowed to withdraw or to revise his/ their offer on his own after the last date of receipt of the tender .
28. The Retail Selling Price (RSP) of HSD as on **01.06.2016** will be the base price. Any revision in RSP of HSD from **01.06.2016** shall be passed on only to the successful bidders on finalization of tender with applicable escalation /de-escalation of rates. The tender however will be evaluated based on the quoted rates.
29. The quoted rates are to be inclusive of all taxes, including goods tax/ hill tax/behti tax/ bridge tax/ toll tax / Entry tax (Goa)/Mechanical tax etc. but exclusive of octroi on the Corporation's product. However, New Toll tax/ incremental increase/ decrease, if levied in future after the closing date of the tender will be reimbursed/ recovered subject to submission of the copy(ies) of related notification to the respective Region of the corporation to this effect and production of original (in case of thermal paper receipts , original receipts as well as self attested Xerox copies to be submitted) receipt of Toll tax paid along with transportation bills for utilization of such highways on or after closing date of tender by the contracted TT for delivering the Corporations' product.
30. The Transporter shall comply with all statutory provisions relating to his trade/business /profession including his own employees or employees engaged by transporter and Corporations shall not be responsible for his omission/commission. Further, the transporter undertakes to abide by the provision of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 in as much as the "Road Motor Transport Establishments" in the list of Non – Factory Industries to which the EPF & MP Act has been made applicable, is a class of

establishments notified at item no. (4) of Appendix-I of EPF and MP Act, 1952 and as such the transporter shall ensure appropriate coverage of their TT Crew engaged by them under the said Act and keep the Corporation indemnified for any non-compliance by the transporter.

31. The Corporations reserve the right to accept or reject any or all tenders in whole or in part and/or to divide the work amongst bidders in the manner considered suitable by the Corporation at the Corporation's sole discretion and without assigning any reason thereof. No counter terms and conditions will be accepted.
32. Complete details of bidder as regards organizational set up, name, address and contact number of the proprietor and each of the partners, the company and co-operative society financial stability, possession of tank trucks offered, past performance of the same or allied fields of operation etc should be given and submitted alongwith the Credential Bid.
33. Over and above the terms mentioned herein, the terms and conditions mentioned in the draft agreement attached herewith will be deemed to have been included under these terms and conditions and if there is any conflict between the terms mentioned herein and the terms mentioned in the draft agreement attached herewith, the terms mentioned in the Agreement will prevail.
34. There should be two envelopes, one for DD/ Pay order in respect of EMD and other for various documents as per the check list (**Annexure-B**). Both these envelopes to be put in a main envelope, sealed and to be submitted with superscribing the Tender No. and closing date should be dropped before the closing date and time of the tender into the TENDER BOX kept for this purpose at the Regional Office of the concerned Corporation at the address as mentioned in clause No. 16 of Credential Bid. **Bidders should ensure that each envelope is super-scribed with the particular Tender No. and the name of the Corporation and Region – EAST.**
35. Credential Bid will be opened on 19.08.2016 at 1500 hours.
36. **FLEET / LOYALTY CARD** : Successful bidders will be made member of BPCL Fleet card ((As per respective Oil Companies) and in a minimum of 40% of the total transportation payment for the contract period will be paid through BPCL Fleet card upliftment of HSD from the Corporation's Retail Outlets(ROs).
37. All the unsuccessful bidders applied in the above tender including those who are in Auto LPG Transportation Contract prior to this tender, cannot claim any benefit quoting the tender clauses of this tender or any or other tenders of any region or any oil company at a later date . The decision of the Company is final.

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BHARAT PETROLEUM CORPORATION LIMITED

**TRANSPORTATION CONTRACT AGREEMENT
FOR MOVEMENT OF AUTO LPG BY ROAD**

TENDER NO. BPCL/LPG/ER/2016/02/AUTO LPG

This agreement made this _____ day of _____ Two
Thousand_____ and between **BHARAT PETROLEUM CORPORATION
LTD** Company incorporated under the Indian Companies Act, 1956, and having its
Registered Office at-----

-----,
hereinafter called "**THE CORPORATION**" (which expression shall unless excluded by or
repugnant to the context mean and include its successors and assigns) of the **ONE PART
AND**

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

OR

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

OR

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

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

WHEREAS the Transporter is desirous of providing tank trucks for transportation of bulk
LPG of the Corporation from the various sources to such destinations as may be advised
by the Corporation to the Transporter from time to time at their sole discretion.

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

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

DEFINITIONS:

In this agreement the following expression shall have the meaning assigned to them:

i) 'LPG' shall mean Liquefied Petroleum Gas conforming to IS : 4576.

- ii) "TT", "Truck", "Tank Truck" shall have the same meaning assigned to them in the Static and Mobile Pressure Vessels (Unfired) Rules, 1981, and so licensed by Chief Controller of Explosives , Petroleum & Explosives Safety Organisation (PESO), Government of India.
- iii) 'Rules' shall mean the Static and Mobile Pressure Vessels (Unfired) Rules, 1981, and all amendments thereto.
- iv) 'Base' shall mean any land or other premises where the LPG is loaded / unloaded into / from Tank Trucks.
- v) "CCE", "CCOE", "PESO" means the Chief Controller of Explosives, Government of India.
- vi) "BPC", "BPCL", "Corporation" means in the appropriate context Bharat Petroleum Corporation Limited, a Company registered under Companies Act, 1956 and having its registered office at -----and it includes its successors and assigns.

1. The Transporter hereby agrees to provide as and when required by the Corporation, _____ number of tank trucks, detailed particulars whereof are given in the Annexure hereto annexed and marked **Annexure** _____ and being treated as a part of this Agreement, to the Corporation within 30 days and in the case of proposed trucks, within 90 days or such extended period as may be permitted by the Corporation at its sole discretion from the date of issuance of the letter accepting the rate offered by the Transporter for utilization of the same for transportation of Auto LPG by road as may be directed by BPCL from any loading base to any unloading base and the Corporation agrees to take such tank trucks for utilization of the same on the terms and conditions contained hereinafter.
2. The tank trucks to be provided by the Transporter should be owned by or attached to him and should be fit to transport Auto LPG by road.
3. The Transporter will ensure that:
 - (a) Tank trucks provided are sound and conform to the prevailing Motor Vehicles Act including amendments, in excellent and efficient working conditions without worn out tyres, having fitness certificate from local State / Regional Transport Officer valid at all times during the entire contract.
 - (b) the tank trucks provided, complete with all fittings, shall conform to the Rules pertaining to the transportation of the Auto LPG under Static and Mobile Pressure Vessels (unfired) Rules 1981 and all amendments thereto, specifications as laid down by the concerned Statutory Authority, OISD. The pressure vessel should be designed, constructed and tested in accordance with the Indian Standards IS: 2825/BS 5580 as amended from time to time. The tank trucks should also comply with the requirement of the prevailing Motor Vehicle Act and the prevailing Central Motor Vehicle Rules and requirement as per Public Liability Insurance Act and amendments thereto issued from time to time and/or any applicable Act/Rules or any amendment or re-enactment thereof from time-to-time.
 - (c) minimum 5 mm thick guard plate is provided for valve box cover with sealing arrangement in order to protect the valve/fittings from impact.
 - (d) Suitable sealing arrangement for all valves to be made as directed by the contracting corporation.
 - (e) Suitable " **Vehicle Tracking System (VTS)**" linked to GPS should be installed in each tank truck for monitoring its safe movement by the transporters at their own

cost. The VTS is being installed in order to ensure safety and safe movement of the trucks, to ensure that the trucks ply on pre-planned routes, to reduce chances of pilferage of product, etc. The indicative amount per month towards VTS would be intimated later once the same is finalized.

In the case of BPCL will organize supply & installation of VMUs by VMU supplier against cost and maintenance of VTS through a service provider at the cost of Transporter and the same will be recovered through the transportation bills of the transporters.

The VTS should have provision to generate exception reports on parameters such as permitted speed, deviations if any from approved routes, time etc. as and when required . It must be compatible to integrate with monitoring system of State Govt./ Oil company including by giving SMS alerts and any other related MIS required by the respective Oil Company. Oil companies reserve the right to finalise the service provider alongwith compatible VMUs, the cost of which will be recovered from the transporter.

In case VTS is not installed by the bidders, Corporation reserves the right to collect the DD towards cost of VMU(vehicle mounted unit) till such time VTS is installed and in working condition with 95% uptime. The Transporter is required to maintain the VTS and ensure that it is up and running. Its uptime should always be more than 95%. In case VTS is found to be not maintaining minimum 95% uptime as per the monthly MIS report furnished by the service provider, then the Oil Company (Corporation) reserves the right to deduct applicable rate per month, per Truck as damages.

This right of non usage, the right to collect damages, etc. are over and above the rights available to the Oil Company under the provisions of the INDUSTRY LPG TRANSPORT DISCIPLINE GUIDELINES and under the Law.

- (f) the spark arrestor and fire extinguishers of the tank trucks are checked on a monthly basis and to ensure that the same are in perfect working condition all the times. The CCOE approved spark arrestor should be welded to the exhaust pipe.
- (g) no change in the ownership of the tank trucks owned by / attached to the transporter, as mentioned in the Annexure marked **Annexure-III** hereto and/or the arrangement on which the tank trucks are attached, take place during the pendency of the contract without obtaining prior written consent from the Corporation as given in clause no. 20 of this agreement.
- (h) the Auto LPG is delivered at the destination promptly within the prescribed delivery periods as may be intimated by the Corporation from time to time.
- (i) the crew comply with all the requirements of the Motor Vehicles Act and the said crew are given proper training on fire fighting and that they wear Personal Protective Equipments like Hard hats (SAFETY HELMETS) and safety shoes etc. to avoid any accidental injuries to themselves while inside the Refinery / loading sources / unloading locations/Plant premises and observe all safe practices as per the instructions given by BPCL from time to time.
- (j) all necessary route permits for plying the vehicles within the state or inter-state routes, if required, for the transportation of Auto LPG are obtained at their own cost and are available with the tank trucks at all times.
- (k) payment of applicable octroi charges if any, as may be payable en route are paid at the first instance and the duly receipted original receipts towards the Octroi

Charges are submitted to the Corporation for getting reimbursement of the same, if applicable.

- (l) tank trucks are not unauthorisedly parked within Refinery / loading source /Bottling Plant premises , and no truck shall be left unattended at any point of time.
- (m) Insurance Cover is obtained from any Insurance Company as per Central Motor Vehicles Act for each tank truck AND shall keep the policy in force at all times during the pendency of the contract. The insurance cover will be for covering minimum Third Party risk and Public Liability. The Transporter/s shall produce original insurance policy and proof of payment of all insurance premia and charges in respect thereof for the verification of the Corporation as and when demanded by the Corporation AND shall renew all such insurance cover at least seven days before the expiry thereof. AND should the Transporter fail to insure the Tank Truck/s to the satisfaction of the Corporation/s as described herein, the Corporation/s shall be entitled to refuse to load, or utilize such Tank Truck/s.
- (n) no child or bonded labour is engaged for handling the work in connection with this contract or contravene any of the Government Rules and Regulations in this regard.
- (o) no person in the vehicle smokes and no fire or ignition takes place in the vicinity of the vehicle.
- (p) no other goods are carried in the vehicle either in loaded or empty condition.
- (q) the tank truck does not carry any person in cabin other than the authorized crew of the Transporter .
- (r) Auto LPG Tank Trucks of category other than tractor-trailer combination manufactured on and after 1st October 2006 are fitted with Anti Lock Brake System.
- (s) Auto LPG Tank Trucks manufactured on and after 1st day of October 2007 that are used as tractor-trailer combination are fitted with Anti Lock Brake System .
- (t) If ABS has been made mandatory by any of the State Govt.(s), the same to be complied by the bidders irrespective of the model.
- (u) Three point seat belt to be provided in each of the tank truck irrespective of any model.
- (v) Large rear view mirrors have to be fitted in each tank truck on either sides.
- (x) Any other applicable Act/Rule or any other amendment or re-enactment thereof as per specific State / Central Authorities , if any from time to time .
- (y) All trucks offered have to be fitted with Internal Excess Flow Check Valves (IEFCV) as per PESO guidelines.
- (z) The body of a tanker carrying dangerous or hazardous goods shall be painted in white colour with a dry leaf brown ribbon of 5 centimeters width around in the middle of the exterior and that of the driver's cabin in orange colour (Rule 90(1) of the CMVR , 1989.
- (aa) Fixing of retro –high-intensity grade reflective stickers white tape with 7 cm width

in the front of prime mover , yellow colour on both sides in the same width and red colour tape with 7 cm width throughout at rear side for better visibility in poor light condition.

- (ab) There should not be any mobile re-charging facility in the cabin.
- (ac) Any other applicable Act/Rule or any other amendment or re-enactment thereof as per specific State / Central Authorities , if any from time to time .
- (ad) Visual Manifestation Standards (VMS) : Induction of Trucks will be done only after ensuring of compliance of VM standards of BHARAT PETROLEUM CORP LTD.

4. It shall be the sole responsibility of the Transporter/s to ensure that the TT Crews and the other persons engaged for operating and maintaining the tank truck/s

- i) have the necessary qualification as laid down in the rules under the Central Motor Vehicles Act currently in force and any subsequent amendments thereto.
- ii) are educated/trained about the safety risks and restrictions especially those stipulated in the Static & Mobile Pressure Vessels (Unfired) Rules 1981,
- iii) observe the safety precautions advised by the Corporation from time to time.
- iv) are provided standard safety gear/PPE (hard hats / safety helmets/ safety shoes etc.) at the Transporter / s cost.
- v) abide by the Corporation's instructions in respect of routes and halting places,
- vi) do not smoke or light a flame while driving the tank truck/s or while they are in or around the tank truck/s or while they are in, or around or on, any premises of the Corporations or any other premises where loading or unloading of LPG is done AND observe all other rules relating to safety precautions which may be imposed by the Corporations.
- vii) Night driving may be restricted in all / specific routes as decided and directed by respective contracting oil corporations during the pendency of the contract . Bidders are necessarily to follow the directives issued by the respective contracting oil corporation from time to time.

5. The Transporter will ensure that:

- a) no repairs , additions or alterations to any pressure vessel (LPG Bullet) is carried out unless the proposed repairs, additions or alterations and their method of execution have been approved in advance and in writing by CCE. After approval, such repair shall be carried out in the manner and by practices permissible under code IS – 2825 / BS 5500.
- b) Complete record of repairs, additions or alterations are maintained and made available to CCE, and his/her permission is obtained before re-commissioning of pressure vessel.
- c) mechanical repairs are undertaken at a safe place, with the crew in attendance.
- d) all fittings are maintained in complete and good condition.
- e) Contracted Oil Companies' specified Logo, Safety Instructions and painting scheme etc. are painted/ pasted/ stenciled on the body of the tank truck/s as directed by the respective Contracted Oil Company's from time to time, including Notices regarding Classification of Cargo in accordance with the Central Motor Vehicle Act, 1988, and all amendments thereto.

- f) the crew of the tank truck/s carry the Transport Emergency Card (TREM Card) and any other specified references issued by the Corporation, at all times.
 - g) all tank truck/s carry the safety kit as directed by CCOE.
 - h) the Corporation's instructions with regards to engaging TT crew are certified by the Corporation / AND to arrange for certifications / revalidation as directed by the respective Contracting Corporation/s.
 - i) the crew are nominated for safety training organised by BHARAT PETROLEUM CORP LTD or any Agency approved by State Government as and when such nominations are made by the Corporation, AND the Transporter shall bear all expenses on this account.
 - j) The vehicle shall have a minimum of two drivers and shall be provided with a seat across its full width behind the driver's seat providing facility for the spare driver to stretch himself and sleep (Rule 90(4) of the CMVR, 1989).
 - k) the tank truck/s are always and exclusively driven by a person appropriately qualified and licensed under the Motor Vehicle Act and always accompanied by a 2nd driver /crew member as per provision of CMV Act.
 - l) the crew of the tank trucks are not changed frequently.
 - m) the Transporter abides by all the Health,Safety and Environment related norms as in force during the period of contract. In case of violation of any of the above norms by the Transporter, penal action shall be taken as per the attached Transport Discipline Guidelines (TDG).
6. a) Officers of the Corporation will have the right to inspect the tank truck/s at their discretion at any time. If any deviations/ deficiencies with regards to prevailing Standards / Statutory Rules are noticed or the tank truck/s are found without due maintenance, the Corporation shall have the right to suspend operation of such tank truck/s till such time as mentioned in the Industry LPG Transport Discipline Guidelines.
- b) Particulars of licensed / registered / and operational LPG Tank trucks offered in the credential bid of the tender will only be accepted for induction in the system after issuance of LOI / Work Order. In case of any deviation found in respect of details of tank trucks furnished in the credential bid and the physical tank trucks produced at the time of induction or at any later stage , i.e. during the pendency of the contract , then Corporation shall reject the tender.
7. The Transporter/s shall ensure that before filling LPG into any newly- manufactured Pressure Vessel or any used Pressure Vessel, which had been made gas-free, the air contained therein has been replaced by LPG vapour.
8. Wherever the Corporations have provided the degassing and purging facilities or will provide facilities during the currency of this contract, it will be obligatory for the Transporter/s to get their tank trucks degassed and purged at such Corporations' operated facility (either loading base or unloading base at which the tank trucks are operating). The Transporters' will be bound to pay the charges for such services rendered as fixed by the Corporations' from time to time during the pendency of the contract. The

Transporter/s are also allowed to purge and de-gas their tank trucks through competent parties duly approved by CCOE for degassing /purging and the certificate issued by such parties will be accepted by the Corporation. The trucks reporting with these certificates will be checked by the Corporation to ensure that the trucks are actually purged with LPG prior to loading.

In case it is found that the degassing and purging done is not proper, it will be re-done at the Corporations facility wherever available at the Transporter's cost.

9. The Corporation shall have the sole right to utilize tank truck/s from the unloading plant / loading base mentioned here to any location/source and different routes from time to time. The transportation of bulk LPG would be from the sources mentioned in the Price Bid to all bottling plants, which may be located either in the same Region/Zone or in other Regions/Zones also. Contracting Corporation at their sole discretion may utilise the trucks offered for a particular loading base/Regions/Zones from any other base/Region /Zones for transportation of the product therefrom and in such event the concerned transporters' agreed rates (where trucks are currently attached) or the finalized "L1 rates" of the regions / Zones (where trucks will be deployed for further movement) , whichever is lower ,would be paid. In case the rates are not established for any loading base / source , then the established rates of the nearest source would be applicable.

For e.g. In case of TTs originally, contracted in WR/WZ, moving product from any source to any source in NR/NZ, which are not mentioned in the price bid of WR/WZ, then rate applicable will be of the agreed rates of transporter under WR/WZ or finalized "L1 rates" of NR/NZ in which loading of TT is undertaken , whichever is lower ,would be paid.

10. For rendering the services to the Corporation under this Agreement :

- (a) (i) the above transportation charge will be paid on the consigned quantity OR the received quantity whichever is less.
- (ii) Transportation charge payable would be made after deduction of applicable statutory Taxes/ charges.
- (iii) For compliance of service tax rules, goods consignment note has to be produced at Loading/ Unloading location at the time of loading/ unloading.
- (iv) The transport charges payable under this Agreement are based on the shortest route approved by the Corporation on round trip basis (called RTKM / RTD). A list of current RTKMs / RTDs applicable to loading bases/Bottling Plants where subject tank trucks are based are available with concerned loading bases/ Bottling Plant.

In the event the distance for a particular RTD (Round Trip Distance) / RTKM gets reduced / increased, it shall be the responsibility of the Transporter to bring the same to the notice of the Corporation, in writing, forthwith. On receipt of this information the Corporation shall re-verify the RTD/ RTKM and communicate the new approved route and RTD /RTKM to the Transporter. The date of such first written intimation to the Corporation by any of the Transporter shall be the basis for reduction / increase in RTD/ RTKM .

In case of failure of the transporter to give such intimation to the Corporation, the date mentioned in the written communication issued by the concerned local Govt. Authorities / the Corporation shall be binding on the transporters and the Corporation for the purpose of revision of RTD / RTKM payable/ recoverable on account of such revision.

The date of intimation by the transporter or the effective date mentioned in the written communication of the Government/ Corporation, whichever is earlier, shall be the date from which the increase/ decrease in RTD / RTKM to be made effective.

- (v) The quoted rates are to be inclusive of all taxes, including goods tax/ hill tax/behti tax/ bridge tax/ toll tax / Entry tax(Goa)/Mechanical tax etc. but exclusive of octroi on the Corporation's product. However, New Toll tax/ incremental increase/ decrease if levied in future after the closing date of the tender, will be reimbursed/ recovered subject to submission of the copy(ies) of related notification to the respective Region/zones of the corporation to this effect and production of original (in case of thermal paper receipts , original receipts as well as self attested Xerox copies to be submitted) receipt of Toll tax paid along with transportation bills for utilization of such highways on or after closing date of tender by the contracted TT for delivering the Corporations' product.
- (vi) The Transporter(s) shall submit bills to the Corporation in accordance with this Agreement and at the approved rates specified herein in such a format and in such a manner and at such intervals as shall be directed by the Corporation from time to time and payment of such bills will be effected by the Corporation within 30 days from the date of submission of the bill.
- (vii) In case submission of bill is delayed, the Transporter/s are required to explain the delay to the satisfaction of the Corporation.
- (viii) notwithstanding anything contained in paragraph 10(a)(viii)above, the Corporation may at its sole discretion, effect payment of the amount due to the Transporter(s) in accordance with this agreement and rates specified in the

schedule and furnish necessary details to the Transporter(s) along with such payment.

- (ix) **FLEET / LOYALTY CARD** : Successful bidders will be made member of BPCL and in case of BPCL , a minimum of 40% of the total transportation payment for the contract period will be paid through BPCL Fleet for upliftment of HSD from the Corporation's Retail Outlets (ROs) .

Corporation's internal guidelines will be followed in respect of % age of transportation payment through Fleet for upliftment of HSD from the Corporation's Retail Outlets(ROs).

- (b) A penalty of Rs. 100/- shall be levied for every duplicate document asked for by the Transporter for originals lost by them.
- (c) The rate mentioned will increase or decrease in the event of any variation in price of High Speed Diesel (HSD) of the Corporation prevailing at **Kolkata**.
- (d) The escalation / de-escalation in the case of HSD shall be calculated on the presumption that :
- (i) Tank truck will run with HSD consumption @ 3.5 KM per litre
 - (ii) Notional capacity of the tank truck will be 12 MT
- .
- (f) The Retail Selling Price (RSP) of HSD as on **01.06.2016** at **Kolkata** will be the base price. The transportation charges will be paid with applicable escalation /de-escalation of rates from **01.06.2016** for all the sectors including for minimum rate. The tender however will be evaluated based on the quoted rates.
- (g) In case of Escalation/de-escalation due to increase/decrease in the Fuel Cost it should be applied when change in HSD retail selling rate is minimum 50 ps. Per liter at a time. If the fluctuation in the HSD retail selling rate is lower than 50 ps per liter, escalation / de-escalation should be applied when cumulative total of such fluctuations becomes 50 ps per liter in terms of either increase or decrease
- (h) There will be an escalation of 5% in Rates on beginning of 4th year on the non fuel component of the rates prevailing at the beginning of 4th year

(i) The Formula for working out Escalation at the beginning of 4th year is as follows:

Assumptions:

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

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

$$F = H \div (3.5) \div (12) \text{ in Rs/MT/RTKM for 12 MT capacity tank trucks}$$

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

The increment of 5 % is applied to **N**, which becomes **Nr**, given by: **Nr = (0.05)* N**

The Revised Rate would be: (R + Nr)

Illustration:

Let the Transportation Rate, **R** at the end of the 3rd year of the contract be 7.943 **Rs/MT/RTKM** for 12 MT capacity tank truck

Let the Retail Selling Price of HSD, **H**, be Rs. 56 per Litre

The Fuel component in the above rate **F** is 1.333 Rs/MT/RTKM

The Non fuel component **N** = 7.943 – 1.333 = 6.61 Rs/MT/RTKM

Applying the increment of 5 % on 6.61 Rs./MT/RTKM, we have:

$$Nr = 0.05 \times 6.61 = 0.3305 \text{ Rs./MT/RTKM}$$

The Revised rate for the 4th year would be: 7.943 + 0.3305 = 8.2735 Rs/MT/RTKM

(j) (ii) In case of Slab Rate (Rs./MT) calculation will be based on weighted average of RTKMs of markets in that particular slab i.e **269.29** for this tender.

11. (a) The Transporters shall make available all the tank trucks agreed to be provided at the locations assigned by the Contracting Corporation on a sustained basis.
- b) In case the Transporter(s) fails to provide tank trucks, as agreed, for any reason whatsoever, the Corporation at its sole discretion will be entitled to make alternative arrangements for transportation of Auto LPG and debit the Transporter with the

additional cost incurred by the Corporation due to the failure on the part of the Transporter;

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

- c) Under no circumstances the Transporter shall keep any of the contracted tank truck out of operation for a continuous period of more than 15 days in a month unless otherwise permitted in writing by the Corporation. Should the Corporation require a replacement for this period, the Transporter should arrange the same immediately.

12. If any of the tank trucks under the contract is completely destroyed in a fire accident or due to causes other than fire resulting in total loss of Chassis and bullet or if the Transporter desires to replace the tank truck, the Transporter will have to offer tank trucks acceptable to the Corporation in replacement thereof for the remaining period of the contract, including the extended period. In such case, replacement will be on the following basis: -

- (a) Replacement of Prime mover / Chassis would be with equal or higher(subsequent year) model.
- (b) The replacement would be on a tonne to tonne licensed capacity basis for the same transporter. **Exception:** In the case of tank trucks completely destroyed or resulted in total loss due to fire accident or due to causes other than fire, the replacement would be on tonne to tonne licensed capacity basis for the same transporter with a tolerance of +/- 10 %. However, induction trucks will be at the sole discretion of Corporation.
- (c) An undertaking would be given by the Transporter stating that the replaced tank truck would not be offered to Oil Industry again in this contract.

The above conditions are subject to periodic revision depending on circumstances and decision of the Corporation shall be final and binding on the Transporter.

- 13. (a) Save and except transportation charges payable by the Corporation to the Transporter, the Transporter or his/their employees will not be entitled to get any facilities such as office accommodation, canteen, tea, telephone, etc.
- (b) The Transporter(s) shall bear and pay the entire operational costs of tank trucks for transportation of the product, which shall include, inter alia, the following :
 - (i) Salary and other emoluments for the TT crew and labour used, and such other allowances or benefits as per the law in force or the contract between the Transporter and his employees.
 - (ii) Cost of fuels, lubricating oil and any other items required for the operation of the tank trucks.
 - (iii) Maintenance and repair cost of the tank trucks.
 - (iv) Licences, permits, road tax, toll tax etc.
 - (v) Insurance.
 - (vi) Any other expenditure for providing the service.

- (c) It shall be the responsibility of the Transporter(s) to keep filled or empty tank truck(s) under his/her/their safe custody after the working hours of the loading source / Bottling Plant. The Corporation does not take any responsibility to keep the Transporter(s) tank trucks, loaded or empty, in its premises if the tank trucks arrive at the loading source / Bottling Plant beyond the regular working hours and on holidays.
14. The Transporter(s) shall be solely responsible for the safe custody of the products once these are handed over to them.
15. For any shortages of Auto LPG, the recovery will be made on the entire shortage at the prevailing bulk LPG rate of Auto LPG use/non-domestic use, whichever is higher. "Prevailing rate" means the rate prevailing on the date of dispatch of the cargo from the loading base/nearest loading base, inclusive of all taxes. However, the Corporation agrees to normally ignore any shortage upto a maximum of 40 kg per trip between the loading point and unloading point.
16. The schedule of despatches shall be decided by the Corporation at the Refineries / Fractionators / loading sources / Bottling Plants and the Corporation does not give any guarantee for utilisation of any tank trucks either for:
- (a) Minimum number of days per month
 - (b) Minimum mileage for each tank truck
 - (c) Route in which the tank truck will be utilized

Further the Transporter/ s shall not be entitled to utilize the tank truck/ s offered to the Corporation for any other purpose save the purposes hereof even though the same are not being utilized by the Corporation PROVIDED HOWEVER in the event the tank truck/ s are not being utilized by the Corporation, then in such event, the Transporter/ s may, if desired, make an application to the Corporation for permission to use the tank truck/ s for some other purpose other than the purposes hereof AND upon receipt of such an application the Corporation may grant such permission conditionally or unconditionally or refuse the same without disclosing any reason.

17. (a) The Transporter(s) shall undertake the movement of the product entrusted to him/her by the Corporation without transshipping.
- (b) if transshipment is inevitable, the Transporter(s) shall take permission from the Corporation in writing beforehand and ensure that adequate care and precaution is taken to ensure safe handling of the product into approved tank truck. This operation would be entirely at the risk and cost of the Transporter.
- (c) The Corporation will pay no additional charges for this transshipment.
18. (a) In case the Transporter takes Carriers Legal Liability Insurance Policy for the Cargo for an amount covering Minimum Rs 5,00,000/- prior to the execution of this Agreement, the Transporter will furnish a security deposit of Rs. 1,00,000/- in the form of Bank guarantee per tank truck subject to a maximum of Rs. 5,00,000/- (Rs. Five Lakh only) per contract which an amount will be by way of a BG in favour of **Bharat Petroleum Corporation Limited** at **Kolkata** in prescribed format provided in the tender.
- (b) The aforesaid security deposit will be adjusted against any claim of the Corporation against the Transporter.
- (c) In case the tank truck/s offered by the Transporter under this Contract are withdrawn without the prior consent of the Corporation, during the pendency of this contract and replacement tank trucks are not provided within 15 days of withdrawal / replacement of trucks not provided against trucks completing 15

years during the pendency of the contract, Security deposit @ Rs.1,00,000/- per each tank truck withdrawn will be forfeited.

- (d) In case the contract is terminated due to unwillingness of the legal heirs to continue , the security deposit amount shall be refunded to the legal heirs after adjusting the dues payable to the contracting Corporation.
19. In case the Transporter does not take Carriers Legal Liability Insurance Policy for the Cargo, the Transporter would be permitted to submit a Security Deposit alongwith composite Bank Guarantee in the prescribed format provided in the tender, for an amount of Rs 5,00,000/- (Rs. Five lakhs only) as detailed below, and in that case separate Security Deposit as per clause no. 18 above is not required to be furnished by the Transporter.
- (i) Security Deposit amount i.e. Rs. 1,00,000/- and maximum of Rs.5,00,000/- will have to be deposited with Contracting Corporation by way of a Bank Guarantee drawn on any Scheduled / Nationalised Bank in favour of the Corporation with whom the bidder wants to enter into contract and payable at Kolkata of the Corporation valid for six months beyond the maximum tenure of this contract.
 - (ii) The aforesaid security deposit will be adjusted against any claim of the Corporation against the Transporter. The transporter may in his own interest take Insurance cover for the cargo.
 - (iii) In case the tank truck/s offered by the Transporter under this Contract are withdrawn during the validity of this contract without the consent of the Corporation and replacement tank trucks are not provided within 15 days of withdrawal / replacement of trucks not provided against trucks completing 15 years during the pendency of the contract, Security deposit @ Rs.1,00,000/- per each tank truck
 - (iv) As and when forfeiture of the Security Deposit in full or in parts as mentioned above takes place for whatsoever reasons, an equal amount would be replaced by the Transporter in order to maintain the total amount covered under Security Deposit as Rs.5,00,000/- as the case may be. Till the replacement is made as above, Corporation would not be utilising the tank trucks of the Transporter.
 - (v) In case the contract is terminated due to unwillingness of the legal heirs to continue , the security deposit amount shall be refunded to the legal heirs after adjusting the dues payable to the contracting Corporation.
20. The Transporters shall not assign his/their right under this contract or any work entrusted to him/them to any person whatsoever except with the prior written consent of the Corporation by producing necessary documentary proof. In genuine cases, the Corporation may allow transfer/ reconstitution of the transporter as per following guidelines (however, the decision of the Corporation will be final):
- Transfer/reconstitution of firm will not be allowed before signing of the Agreement except in the case of death of proprietor or partner (s). In death cases, transfer/reconstitution shall be permitted to the legal heirs/surviving partners, subject to production of appropriate legal documents.
 - After signing the Agreement, in case of partnership firm, if one or more partners wish to withdraw, remaining partners may be permitted by the Corporation to reconstitute the firm subject to the remaining partners being acceptable to the Corporation. The existing partner(s) must retain majority share and the newly inducted partner(s) will not be permitted to have majority holding.
 - During entire contract period (before, after and during transfer/reconstitution of the firm) name and style of the transporter will not change, except where permission is granted by the contracting Corporation.

- For transporters belonging to SC/ST category, the incoming partner should also be from SC/ST as the case may be.
 - The incoming partner(s) has not been convicted for any criminal offence or malpractice.
 - Reconstitution will not be applicable to transporters, who have been terminated due to misconduct or any malpractice.
 - The incoming partners will also be equally responsible for the smooth and efficient operation of the transportation as per contract conditions.
 - In case of death of transporter (proprietor/partner), the firm can be reconstituted in favour of legal heir/(s). If legal heir(s) express(es) unwillingness to carry on transportation, in case of proprietorship firm the contract will automatically get terminated and in the case of partnership firms, the firm can be reconstituted with the remaining partners after obtaining NOC from the legal heir(s). Transfer/reconstitution of firm may be permitted only after full settlement of dues, if any, of the Corporation.
21. If at any time during the currency of this agreement the Transporter(s) fails to provide tank trucks and/or transport the product as provided herein and/or fails to perform the various other obligations specified in this agreement, the Corporation shall at its sole discretion and without prejudice to any other rights and remedies engage the services of other Agencies to perform the obligations of the Transporter and transport the products and in such an event the Transporter(s) undertakes to reimburse the Corporation all the additional expenses incurred by the Corporation in this connection.
 22. Nothing herein contained shall prevent the Corporation from engaging any other transporter(s) to carry out the transportation work similar to the work entrusted to the Transporter(s) under this contract.
 23. The Corporation shall not be liable to pay any amount towards detention of the tank trucks either at the Corporation's/OMCs Bottling Plant or at the loading sources.
 24. The Corporation will have the right to deduct any amount payable by the Transporter to the Corporation from any amount payable by the Corporation to the Transporter under this Agreement.
 25. If for any genuine reasons, such as diversion of the road, temporary closure of the road, the trucks cannot ply through the route based on which RTKM was fixed, the RTKM will be modified and revised and for such period the Transporter is bound to follow alternative route approved by the Corporation. The Corporation will be at liberty to ask the Transporter/s to divert and operate the tank truck/s ex any Loading/ unloading source/s , and the Transporter/s shall thereupon divert and operate their tank trucks/s ex such other Loading source/s. No diversion charges shall be paid for empty tank truck diversion. No diversion charges shall be paid for filled tank truck/s from one destination to another, but freight will be paid on the actual distance travelled from the actual source of loading to the new destination of unloading and the actual distance travelled to the next source of loading. For special sector destination , if for any genuine reasons, such as diversion of the road, temporary closure of the road, the trucks cannot ply through the route , the transportation payable rate shall be either within state or inter-state , whichever is applicable as per the case.
 26. The Transporter(s) shall have a contact office at Haldia where the tank trucks will have to be positioned and get the photographs, names and addresses, designations and

signatures of their authorised agents / representatives duly registered in advance with the Corporation.

27. The Transporter(s) and his/her/their men shall abide by the Rules and Regulations when they are within the Corporation's premises and will abide by all applicable rules and regulations for the entire period of the transportation of the Corporation's product to the LPG Bottling Plant and from the loading sources.
28. The Transporter(s) will indemnify the Corporation against the consequences arising out of his/her/their workmen's/servant's/agent's default or negligence or violation or non-adherence to Municipal / State/Central Acts relating to the carriage of goods.

Should the Corporation be held liable for any loss, damage or compensation to any party arising from or in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Transporter(s) to the Corporation together with the cost incurred on any legal proceedings pertaining thereto. The Transporter(s) shall whenever required by the Corporation or

Governments official authorised under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.

29.
 - (a) The Transporter shall remain at all times liable to the Corporation for any loss or damage caused to any building, plant machinery or the property of the Corporation due to careless, negligent, inexperienced act or default of the Transporter, his/their agents, representative or employees. The Corporation shall be entitled to deduct from the amounts payable to the Transporter under this Agreement or otherwise the loss or damages so suffered.
 - (b) The Transporter will be liable for any loss and/or injury to Corporation's employee due to careless, negligent, wrongful act or default of the Transporter, his/their representatives or employees in carrying out the job under this contract.
 - (c) The Transporter shall also be liable to make good to the Corporation any loss whatsoever suffered by the Corporation, including but not limiting to the loss arising from:
 - (i) the confiscation by the Government or local authorities of any quantities of the said products delivered to the Transporter(s) for transporting and
 - (ii) loading/unloading or in transit for reasons other than the acts of God, Riots or civil commotion
 - (e) Under no circumstances the Corporation shall be liable to compensate the Transporter for any loss or damage caused to the contracted tank trucks unless such loss or damage has been caused for any willful or intentional act committed by the Corporation.
30. a) In the event of loss of Auto LPG partially or fully due to leakage or fire during or because of accident, the recovery for the product loss will be made at the prevailing rate applicable for domestic sales at the loading source, provided FIR has been lodged for the accident or for the leakage, and due report has been submitted to CCE, and the proof of acquittal of case from Police and decision on settlement by the concerned Insurance company have been submitted to the satisfaction of the Corporation. OTHERWISE the Corporation shall recover the cost of the loss at the prevailing BULK LPG rate of Auto LPG use/non-domestic use, of the Corporation applicable at the loading base whichever is higher. The basis for the calculation of recovery shall be the consigned quantity. Prevailing rate means the rate prevailing plus applicable taxes on the date of despatch of the cargo from the loading source/nearest loading source.

- b) In case of accidents involving tank trucks while in transit or at any other stage, it shall be the sole responsibility of the Transporters :
 - i) to intimate the nearest Bottling Plant of the Corporation or of any other Oil Company establishment, immediately of the occurrence of the accident;
 - ii) to inform the local Police and District Administration of the occurrence of the accident:
 - iii) to inform the State/Regional/Zonal Office of the Corporation by telegram/e-mail/SMS and by telephone of the occurrence of the accident;
 - iv) to inform CCE, Nagpur / nearest Zonal office of the Explosives Department by telephone and by fax / e-mail / SMS of the occurrence of the accident;
 - c) Should in the event of an accident or otherwise, the Corporation or any other Oil Company render any assistance to the Transporter/s in evacuating the LPG or in moving the tank truck to a safe location or in any other manner whatsoever, then the actual expenditure incurred by the Corporation / Other Oil Company excluding the expenditure on ERV and personal expenses of the Corporations officials in rendering such assistance shall be reimbursed by the Transporter/s to the Corporation/Other Oil Company on demand.
 - d) Should any damage be caused to the pressure vessels / fittings or other parts of the tank trucks for any reason whatsoever and of any nature whatsoever, the Transporter/s after carrying out the necessary repairs shall obtain a fresh fitness certificate from CCOE or from any other competent authority nominated by CCOE. The Transporter/s must not offer such tank trucks for loading unless and until the fresh fitness certificate is submitted to the Corporation.
31. The Transporter shall comply with all statutory provisions relating his trade/business /profession including his own employees or employees engaged by transporter and Corporation shall not be responsible for his omission/commission. Further, the transporter undertakes to abide by the provision of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 in as much as the "Road Motor Transport Establishments" in the list of Non – Factory Industries to which the EPF & MP Act has been made applicable, is a class of establishments notified at item no. (4) of Appendix-I of EPF and MP Act, 1952 and as such the transporter shall ensure appropriate coverage of the TT Crew engaged by them under the said Act and keep the Corporation indemnified for any non-compliance by the transporter.
32. If during the validity of the contract, it comes to the knowledge of the Corporation that the information given by the Transporter prior to entering into this contract in the tender form is wrong/ forged/fictitious or any material facts have been concealed, the Corporation reserves the right to reject any or all of the tank trucks offered by the Transporter or to treat this Agreement as cancelled or terminated. The Corporation also reserves the right to take any other action including blacklisting.
33. This contract will be valid for a period of **Five years from the date of LOI**. The transporters whose Tank Trucks which have been loaded within the validity period of contract will be governed by the terms and conditions of the contract till these Tank Trucks are unloaded.

Escalation / de-escalation on account of HSD will continue as per the relevant clause.

34. The Corporation reserves the right to terminate / foreclose the contract in full or part (any sectors depending on emerging business scenario of the respective contracting Corporation) at any point of time before the expiry of the period of contract

by giving the Transporter 30 days advance notice in writing without assigning any reason whatsoever.

35. The Corporation in its absolute discretion and without prejudice to its other rights and remedies, may terminate this contract forthwith, upon or anytime after happening of any of the following :

- (a) the Transporter commits a breach of any of the terms and conditions of this agreement;
- (b) On the death or retirement of proprietor or any of the partners of the Transporter firm. However, in case, the Corporation does not exercise this option, the contract shall continue as between the Corporation & surviving /continuing partners of the Transporter or legal heir(s) in case of death of the proprietor . The legal representatives of the deceased partner or the retiring partner himself shall be liable for all the obligations of the Transporter incurred upto the date of death or retirement but shall not be entitled to claim from the Corporation any portion of Security Deposit.

The Corporation shall account for all the liabilities before refunding the Security Deposit to the surviving or continuing partners, legal heirs. The death or retirement of any partners shall be notified by the Transporter to the Corporation in writing within 24 hours of such death or retirement.

- (c) the Transporter, its proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.
- (d) the road permit issued by the Transport authorities to the Transporter for any tank truck is cancelled or revoked.(Applicable for single truck contract). However, in case more than one tank trucks are operating under this contract, only the tank truck whose road permit has been cancelled or revoked shall be banned.
- (e) In the event the Transporter or his employees and agents violate any safety rules within or outside the Corporation's premises, which violation may, could or cause any accident or which could or does endanger the safety of life and property.
- (f) In the event the Transporter or his employees and agents are found indulging in malpractice, irregularities, sabotage, terrorist activities, forgery of documents e.g. CCE license, company invoice/challan/loading advice etc. In case such TT involved is owned/attached by the transporter, then the contractor and all his TTs under his contract will be blacklisted.
- (g) In the event of delivery of LPG to a destination other than the destination mentioned in the relevant document of the Corporation without prior written consent of the Corporation.
- (h) In case the tank truck meets with an accident on a route, which is not falling on authorised route.
- (i) In the event the Transporter offers tank truck/s for loading LPG inspite of known deficiencies.
- (j) In the event the explosives license is cancelled or revoked by the CCE.

36. The transporter should be strictly adhering to **"Industry Bulk LPG Transport Discipline Guidelines"** to this agreement and any amendment issued from time to time.
37. Failure to execute the agreement and/ or furnish required Security Deposit within 15 days time and/ or physical placement of TTs at the location within 30 days time may render the bidder liable for forfeiture of Earnest Money Deposit and termination of contract without prejudice to the rights of the Corporations to recover the damages under this contract.
38. All terms & conditions stipulated in the Guidelines for Bidders, Tender Terms & Conditions, Declarations, Agreement, Industry Bulk LPG Transport Discipline Guidelines and other documents furnished with the Tender and related correspondence shall form part of the contract. The Corporations are entitled to frame and implement the Policy(ies) applicable to Transporters, and to modify and amend the same from time to time, and that the Policy(ies) as framed, amended and modified would be binding on the Transporters, immediately upon being communicated to them.
39. All questions, disputes and differences arising under or in relation to this Agreement shall be referred to the sole arbitration of the Director (Marketing) of the Corporation. If such Director (Marketing) is unable or unwilling to act as the sole arbitrator, the matter shall be referred to the sole arbitration of some other officer of the Corporation by such Director (Marketing) in his place, who is willing to act as such sole arbitrator. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share Holder of the Corporation. The arbitrator to whom the matter is originally referred, whether the Director (Marketing) or officer, as the case may be, on his being transferred or vacating his office or being unable to act, for any reason, the Director (Marketing) shall designate any other person to act as arbitrator in accordance with the terms of the Agreement and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also the term of this Agreement that no person other than the Director (Marketing) or the person designated by the Director (Marketing) as aforesaid shall act as arbitrator. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the Agreement and provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the Rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

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

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

Signed and delivered by the
Within named transporter(s)

In the presence of

Signed and delivered by the
duly constituted Attorney of Contracting
Corporation.

In the presence of

ANNEXURE-V**DETAILS OF EXPENSES FOR TANK TRUCK****NAME OF TRANSPORTER :**

Sr.No.	ITEMS	EXPENSES IN Rs.	REMARKS
1	TRUCK REGISTRATION NO.		
2	TRUCK CREW EXPENSES PER MONTH		
3	ROAD TAX PER QUARTER		
4	ROAD PERMIT PER ANNUM		
5	VEHICLE FITNESS PER ANNUM		
6	INSURANCE PER ANNUM		
7	INITIAL PURCHASE PRICE OF VEHICLE		
8	TRUCK PAINTING		
9	COST OF TYRE PER ANNUM		
10	COST OF BATTERY		
11	COST OF 2 NEW DCP FIRE EXTINGUISHERS (10kg) AND SPARK ARRESTER		
12	COST OF ENGINE OVERHAULING DURING THE PENDANCY OF CONTRACT		
13	RUNNING MAINTENANCE PER MONTH		
14	ADMINISTRATIVE EXPENSES PER MONTH		
15	ANY OTHER RELEVANT EXPENSES PER MONTH		

n.b. Corporation reserves the right to demand the proof of above expenditure which need to be submitted at the time of asking.

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF Rs 100.00)

FORM OF STANDING BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

BG No. :

Date :

Amount :

Validity :

To,

BPC

.....

.....

Ref: BPC Work Order No.

for Auto LPG transportation by road

Dear Sir,

A. In consideration of M/s Bharat Petroleum Corporation Ltd having its registered office at..... (hereinafter called the Corporation) having agree to exempt M/shaving its office at(hereinafter called the "said Transporters") from the demand under the terms and conditions of the Agreement/ Contract/ offer letter/work order no..... dated.....made between the Corporation and M/s.....the Transporter(s) (for hereinafter called the said agreement) of the security deposit for the due fulfillment by the said Transporter(s) of the terms and conditions contained in the said Agreement on production of a Bank guarantee for Rs..... (Rupees.....only).

We.....(hereinafter referred to as Bank) at the request of M/s.....(Transporter(s)) do hereby undertake to pay to the Corporation an amount not exceeding Rs..... (Rupees.....only) against any loss or damage caused to or suffered by the Corporation by the reasons of any breach by the said Transporter(s) of any of the terms and conditions contained in the said Agreement.

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

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

D. We.....(name of Bank).....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall

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

- E. We.....(name of bank)..... further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Transporter(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Corporation against the said Transporter(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Transporter(s) or from any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Transporter(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- F. Bank Guarantee shall remain in force upto.....
- G. This guarantee will not be discharged due to the change in the constitution of the bank or the Transporter(s).
- H. The bank agrees that this guarantee may be invoked on a number of occasions but so that the total amount payable hereunder shall not exceed Rs.....
- I. We.....(name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

Dated.....day of.....200

.....
(Name & Signatures of the bank)

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

DECLARATION 'A'

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

Place :
Date :

Signature & Seal

DECLARATION 'B'

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

OR

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

**Name of the Employee of
The Transporter**

**Name and Designation of the Officer of
the Corporation/Central/State Government**

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

Place :
Date :

Signature & Seal

Strike off whichever is not applicable.

DECLARATION 'C'

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

Place :
Date :

Signature & Seal

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

LIST OF RELATIVES

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

- (a) He / She / They are members of Hindu Undivided Family or
- (b) He / She / They are Husband and Wife or
- (c) The one is related to the other in the manner indicated below :

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

LEGAL STATUS AND OTHER PARTICULARS OF BIDDER

Dear Sirs,

We are,

- a) Proprietorship firm (name of firm) :
Name (of proprietor in full)
Residential address & Telephone Nos.
of Proprietor.
Office address & Telephone Nos.

- b) Partnership firm (name of firm) :
Name, address & Telephone No.
Of each of the Partners
Address and Telephone nos. of firm

- c) Registered Company :
Address of Registered office and Branch
Names, Address (Residential and Office) &
Telephone nos. of each of the Directors

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

(STRIKE OUT THOSE NOT APPLICABLE)
All the details furnished above are true to our knowledge.

Signature :

Date :

Rubber stamp :

DOCUMENTS FOR PARTICIPATING IN TENDER

From :

Dear Sirs,

We are submitting the following documents for participation in the tender –

1. Copy of Partnership Deed or Memorandum and Articles of Association of the Company or Bye Laws of the Society as the case may be
2. Power of Attorney as per the format /Board Resolution authorising the undersigned to represent the firm/ company and sign and commit on behalf of the firm/company.

(Please tick the document attached)

Signature :

Name :

Rubber Stamp :

DATE :

(ON A STAMP PAPER OF Rs.100/- & DULY NOTORISED)

GENERAL POWER OF ATTORNEY

We, the undersigned..1.Sh2 Sh.
.....3.Sh.....all residing
at.....

.....the proprietors/partners/ Directors of
M/s.....having its registered
office at.....

do hereby nominate, authorise and appoint
Shri..... &
shri.....s/o.....r/o.....

who are partner/director/relative (name of relation) in the firm to act as attorneys of our
firm M/s.....with full power and authority to
exercise the following powers or any of them on our behalf and on behalf of our firm.

1. To sign, seal, execute, perfect and/or complete the tender document of
transportation of petroleum products and also other relevant documents required by M/s.
BHARAT PETROLEUM CORPORATION LIMITED (hereinafter called the Company) in
respect thereof.

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

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

4. To do all acts, deeds, as may be necessary for and incidental to the execution of
proper performance of the said Transport Contract Agreement with the BPC.

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

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

In witness whereof, we have hereunto set and subscribed our hands atthis.....day.....of.....two thousand.....

Signed , sealed & delivered by the within named Signatures

Proprietor 1.

Shri.....
2.

Shri.....

Director/Proprietor

3.Shri.....

Signature of the Tenderer with seal

Before me

Notary 's Stamp

Duly Notorised

PARTICULARS OF BIDDER

1. Constitution of Firm :
2. Nature of the firm (state whether Limited Co. Partnership, Co-operative Society or Sole Proprietor (if Partnership, attach xerox copy of Partnership Deed) :
3. Whether belonging to SC/ST. :
If yes, provide necessary Documentary evidence.
(*Please also see the note hereunder)
- (* Please note that in case of Partnership firm and Co-operative Society, all the Partners/members should belong to same category, otherwise firm would be taken in "General Category".)
4. Whether belonging to MSME (Micro, Small & Medium Enterprises) Category . If yes, provide necessary Documentary evidence. :
5. Year of Establishment :
6. Registration No. of Company/Firm if any :
7. Postal Address of Office of the firm/company :
8. Telegraphic Address and e-mail ID, if any :
9. Telephone No. (s), if any :
10. Address of Branches, if any :
- 11 (a) Name of Directors, in case of company along with residential address and phone nos. :

(b) Name of partners, in case of Partnership along with residential address and telephone no. of each partners :

(c) Name of Proprietor with residential address and telephone No. :
(Please indicate Address of each Director/Partner/Proprietor as the case may be with telephone No., if any.
12. Permanent Income Tax No.(PAN) :
13. Last Income Tax Return (attach xerox copy) :

14. Name of Banker & Branch, with full address :
15. Style of A/c. and A/c No. :
16. Name(s) of the persons operating the A/cs. :
17. Details of assets (fixed), if any :
18. Code No. allotted by Indian Bank's Association, if any :
19. Name (s) of authorised Representative(s) :

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

Signed by : _____

Name & Address : _____

PHOTOGRAPH

DECLARATION BY THE BIDDER ON LETTER HEAD

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

It is also confirmed that none of the Partners/Directors/Proprietors of this firm are retired as a Director from the services of the Corporation within last two years preceding from the closing date of the tender i.e. during _____ to _____.

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

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

SIGNATURE OF THE BIDDER

Full Name : _____

Address : _____

Tel. No. : _____

LETTER OF UNDERTAKING

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

SIGNATURE OF THE BIDDER & RUBBER STAMP

Full Name : _____

Address : _____

Tel. No. : _____

(On a non judicial stamp paper of Rs.20.00 duly verified by Notary Public)

"AFFIDAVIT"

LETTER TO BE OBTAINED FROM THE OWNER OF ATTACHED TRUCKS

To,
M/s.
(To be addressed to the Transporter)

Dear Sir,

I / We _____ adult Indian Inhabitant, father/mother/husband/wife/owner/member of Co-op. Society of _____ residing at _____ having my office at _____ intimate, agree and confirm with you the following :-

1. I am the owner of the vehicle, details whereof are mentioned hereunder in the name as mentioned hereunder and confirm that the said vehicles have the capacity to transport Auto LPG.

<u>Sr.No.</u>	<u>Vehicle No.</u>	<u>Cap.</u>	<u>Engine No.</u>	<u>Chasis No.</u>
---------------	--------------------	-------------	-------------------	-------------------

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

Yours faithfully,

SC/ST CERTIFICATE

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

FORM OF CERTIFICATE TO BE PRODUCED BY A BIDDER BELONGING TO SCHEDULE CASTE OR SCHEDULE TRIBED IN SUPPORT OF HIS CLAIM.

FORM OF CASTE CERTIFICATE

This is to certify that Shri / Shrimati / Kumari* _____ Son / daughter* of

_____ of Village /town* _____

in district/division* _____

of the State / Union Territory * _____ belongs to the

_____ Caste / Tribe* which is recognized

as Schedule Caste / Schedule Tribe under :

1. @ The Constitution (Scheduled Castes) Order, 1950
- @ The Constitution (Scheduled Tribes) Order, 1950
- @ The Constitution (Scheduled Castes) (Union Territories) Order, 1951
- @ The Constitution (Scheduled Tribes) (Union Territories) Order, 1951

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

- @ The Constitution (Jammu & Kashmir) Scheduled Castes Order, 1956.
- @ The Constitution (Jammu & Kashmir)Scheduled Tribes Order, 1989.
- @ The Constitution (Andaman and Nicobar Island) Scheduled Tribes Order, 1959.
- @ The Constitution (Dadra and Nagar Haveli) Scheduled Castes Order, 1962
- @ The Constitution (Dadra and Nagar Haveli) Scheduled Tribes Order, 1962
- @ The Constitution (Pondicherry) Scheduled Castes Order, 1964
- @ The Constitution (Scheduled Tribes) (Uttar Pradesh) Order, 1967

- @ The Constitution (Goa Daman and Diu) Scheduled Castes Order, 1968
- @ The Constitution (Goa Daman and Diu) Scheduled Tribes Order, 1968
- @ The Constitution (Nagaland) Scheduled Tribes Order, 1970
- @ The Constitution (Sikkim)Scheduled Castes) Order, 1978
- @ The Constitution (Sikkim) Scheduled Tribes) Order, 1978

%2. Application in the case of SC and ST persons who have migrated from one State / Union Territory.

This Certificate is issued on the basis of the Scheduled Caste / Schedule Tribe Certificate issued to Shri/ Shrimati* _____ Father / mother* of Shri /Smt / Kumari* _____ in District / Division* _____ of the State / Union Territory* _____ who belongs to the _____ Caste / Tribe* which is recognized as a Scheduled Caste / Scheduled Tribe* in the State / Union Territory* _____ issued by _____ issued by the _____ (Name of prescribed authority) vide their No. _____ dated _____.

%3. Shri / Shrimati / Kumari* _____ and / or his / her* family ordinarily reside(s) in _____ Village / town* of _____ of _____ District / Division* of the State / Union Territory* of _____

Signature : _____

Place _____ State / Union Territory*

Date _____

Designation** : _____
(with seal of office)

* Please delete the words which are not applicable.

@ Please quote specific presidential order.

% Please delete Paragraph which is not applicable.

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

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

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

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF Rs 100.00)

**FORM OF STANDING BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT AND
PRODUCT INSURANCE**

BG No. :

Date :

Amount :

Validity :

To,

Bharat Petroleum Corporation Limited

.....:

.....

.....

.....

Ref: Tender No /work order No.

for

Dear Sir,

- A. In consideration of **BHARAT PETROLEUM CORPORATION LTD** having its registered office at and a place of business at (hereinafter called the Corporation) having agree to exempt M/s having its office at (hereinafter called the "said Transporters") from the demand under the terms and conditions of the Agreement/ Contract/ offer letter/work order no..... dated..... made between the Corporation and M/s..... the Transporter(s) (for hereinafter called the said agreement) of the security deposit for the due fulfillment by the said Transporter(s) of the terms and conditions contained in the said Agreement on production of a Bank guarantee for Rs..... (Rupees..... only). We..... (hereinafter referred to as Bank) at the request of M/s..... (Transporter(s)) do hereby undertake to pay to the Corporation an amount not exceeding Rs..... (Rupees..... only) against any loss or damage caused to or suffered by the Corporation by the reasons of any breach by the said Transporter(s) of any of the terms and conditions contained in the said Agreement.
- B. We..... (name of the bank)..... do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reasons of breach of the said Transporter(s) of any of the terms and conditions contained in the said agreement or by reason of the Transporter's failure to perform the said Agreement. Any such demand made in the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
- C. We undertake to pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the Transporter(s) in any suit or proceedings pending before any court or Tribunal or Arbitrator relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Transporter(s) shall have no claim against us for making such payment.

- D. We.....(name of Bank).....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the corporation certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Transporter(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or beforewe shall be discharged from all liability under this guarantee thereafter.
- E. We.....(name of bank)..... further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Transporter(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Corporation against the said Transporter(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Transporter(s) or form any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Transporter(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- F. Bank Guarantee shall remain in force upto.....
- G. This guarantee will not be discharged due to the change in the constitution of the bank or the Transporter(s).
- H. The bank agrees that this guarantee may be invoked on a number of occasions but so that the total amount payable hereunder shall not exceed Rs.....
- I. We.....(name of bank)..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

Dated.....day of.....200

.....
(Name & Signatures of the bank)

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

SIGNATURE OF BIDDER WITH SEAL

(To be executed on plain paper and applicable for all tenders of value above Rs. 1 crore)

INTEGRITY- PACT

Between

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

And

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

Preamble

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

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

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

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder / Contractor/Supplier

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

- a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

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

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

- (1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitors

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

the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 - Other provisions

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

.....
For the Principal

Place
(Signature/Name/Address)

Date
(Signature/Name/Address)

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

Witness 1 :

Witness 2 :

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: BPCL/LPG/ER/2016/02/AUTO LPG

Name of Tender / Work: -

Dear Sir,

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

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

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), forms, etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

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

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

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

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

Yours Faithfully,

(SIGNATURE OF THE BIDDER & RUBBER STAMP)

Full Name : _____

Address : _____

Tel. No. : _____

ANNEXURE-VIII

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

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

Classification of enterprises engaged in :

- a. Manufacture or production of goods pertaining to any industry specified in the First Schedule to the industries (Development and Regulation) Act 1951 as :

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

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

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

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

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

- a. Micro Enterprise - ()
- b. Small Enterprise - ()
- c. Medium Enterprise - ()

(Please put a tick in the appropriate box)

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

Place : Signature of Authorized Signatory

Date : Name :

Designation :

Seal :

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