



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

**NOTICE INVITING E-TENDER FOR TRANSPORTATION OF BPCL PACKED LPG**  
**CYLINDERS EX / TO PMC BHAGALPUR LPG FILLING PLANT, BHAGALPUR**

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

The Schedule of Tender is as under –

NAME OF THE WORK - TENDER FOR TRANSPORTATION OF BPCL PACKED LPG CYLINDERS EX / TO / PMC BHAGALPUR LPG FILLING PLANT, BHAGALPUR			
NIT No.	Tender Download Period		Bid submission / Upload Closing date
	From	To	
BPCL/LPG/ER/2015/03/PMC BHAGALPUR PACKED	24/09/2015 16:00 Hours	15/10/2015 14:00 Hours	15/10/2015 14:00 Hours
TENDER OPENING DATE AND TIME : 15/10/2015 15:00 Hours			
PRE-BID MEETING - DATE - 01/10/2015 TIME :15:30 HOURS VENUE – BPCL EASTERN REGION OFFICE, GOLF GREEN, KOLKATA			
CONTACT PERSON : Name - Manoj K, Chief Manager (Logistics) LPG ER Phone No. 033-24293189 Email : <a href="mailto:manojk@bharatpetroleum.in">manojk@bharatpetroleum.in</a> Mumtaz Karim, Asst. Manager (Logistics) LPG ER Phone No. 033-24293224 Email : <a href="mailto:mumtazkarim@bharatpetroleum.in">mumtazkarim@bharatpetroleum.in</a>			
Tender documents (non-transferable) can be downloaded from the following Websites – <a href="https://bpclproc.in">https://bpclproc.in</a> <a href="http://www.bharatpetroleum.in">www.bharatpetroleum.in</a> <a href="http://eprocure.gov.in/cppp">http://eprocure.gov.in/cppp</a>			

NOTE – All bidders must have Digital Signature Certificate and shall have to register themselves at <https://bpclproc.in> website in order to submission of the bid online. Online Bids submitted on the <https://bpclproc.in> website shall only be accepted. DD pertaining to EMD and other related documents are to be dropped in the tender box kept at the Regional Office. All revisions, clarifications, corrigenda, addenda, time

extensions etc. to the tender will be hosted on the above websites only. Bidders should regularly visit the website <https://bpclproc.in> to keep themselves updated.

**TENDER SCHEDULE:**

1	Tender No	BPCL/LPG/ER/2015/03/PMC BHAGALPUR PACKED
2	Name of work	TENDER FOR TRANSPORTATION OF BPCL PACKED LPG CYLINDERS EX / TO / PMC BHAGALPUR LPG FILLING PLANT, BHAGALPUR
3	Earnest Money Deposit (EMD) (Returnable with no interest)	<p><u>GENERAL CATEGORY</u></p> <p>Rs.25000/- per Truck subject to maximum of Rs.300000/- per Bid.</p> <p><u>SC / ST CATEGORY</u></p> <p>Those tenderers whose proprietor(s) / all partners belongs to SC/ST category will have to submit the EMD as under –</p> <p>Rs.15000/- per Truck subject to maximum of Rs.100000/- per Bid.</p> <p><u>PROPOSED CATEGORY – Rs.200000/- (Rupees Two lakh only)</u> for General &amp; SC/ST Category</p> <p>EMD should be submitted by way of Cross Demand Draft / Pay order drawn on any Nationalized / Scheduled Bank in favour of Bharat Petroleum Corporation Limited payable at Kolkata</p> <p>Micro &amp; Small Enterprises (MSE) category bidders will be exempted from payment of EMD provided MSE registration document is uploaded / provided as per tender terms and conditions. However no proposed truck in MSE category is allowed.</p>
4	Download of Tender Document is from following websites - <a href="https://bpcl.eproc.in">https://bpcl.eproc.in</a> <a href="http://www.bharatpetroleum.in">www.bharatpetroleum.in</a> <a href="http://eprocure.gov.in/cppp">http://eprocure.gov.in/cppp</a>	

(a)	Download starts on	24/09/2015 16:00 Hours
(b)	Download closes on	15/10/2015 14:00 Hours
(c)	Last Date and time for submission of completed E-tender documents on line	15/10/2015 14:00 Hours
5	Date & Time of Opening of Techno Commercial / Credential Bid	15/10/2015 15:00 Hours
6	Contact person	Manoj K Ch. Manager (Logistics) LPG ER
7	Period of Contract	This contract will be valid for a period of Five years w. e. f. 01/11/2015 with escalation of 4% at the start of 4 <sup>th</sup> year and 4% at the start of 5 <sup>th</sup> year on the non-fuel component of the rates.

NOTE –

1. Bids must be submitted online at <https://bpclproc.in> website only.
2. All bidders must have Digital Signature Certificate and have to register themselves at <https://bpclproc.in> website in order to submit the bids.
3. Tender documents are available for download free of cost.
4. For further details on this tender, please visit our websites as mentioned above
5. Tender document will not be available for purchase from any of our offices
6. Credential Bid and Price Bid are to be submitted online only
7. Bidder is required to pay a Tender Fee of Rs.1140/- (Rs.1000/- plus applicable Service Tax currently @ 14%) by way of DD in favour of **M/s. Bharat Petroleum Corporation Limited, Payable at Kolkata**. Scan copy of DD for Tender Fee is to be uploaded along with the EMD on e-portal. Tender Fee Demand Draft to be submitted with Credential Bid Document. Credential bid without tender fee of Rs.1140/- is liable to be rejected). **In case of MSE Category, Tender Fee is not applicable.**

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

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

e-procurement tenders directly through internet. Vendors are advised to log on to the website (<https://bpcleproc.in>) and arrange to register themselves at the earliest, if not done earlier. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

6. **Submission of Documents:** The Unpriced Credential Bid (documents as prescribed in Annexure – A of general terms and conditions of tender document) and Price Bid have to be submitted online only. However, documents which necessarily have to be submitted in like DD/Pay order as EMD in original ,Tender Fee, Self attested photocopies of documents mentioned in the general terms and conditions of the tender to be submitted in the tender box . Corporations shall not be responsible in any way for failure on the part of the bidder to follow the instructions.
7. It is advised that the bidder uploads small sized documents (preferably maximum up to 5 MB) at a time to facilitate in easy uploading into e-tendering site. Corporation does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission. Hence it is advisable to upload all the requisite documents well in advance to avoid the last minute rush.
8. **Submission of Bids:** Bid along with all the requisite copies of documents as mentioned in Annexure-A should be uploaded in the e-tendering platform. Balance documents as mentioned in check list (Proforma II) to be submitted in hard copies along with EMD ( DD / Pay Order) at the office as per the addresses mentioned in clause No. 13 of General Terms and Condition of Tender.
9. Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. **In case vendor is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention.** The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

10. Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
11. Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed as per our e-procurement system.
12. No manual bids/offers along with electronic bids/offers shall be permitted.
13. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
14. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc
15. In case of any clarification pertaining to for obtaining the digital signature certificate, e-procurement process & system related issues, Bidders may contact our e-procurement service provider **M/s. E-Procurement Technologies Ltd., Ahmedabad (Contact no. Tel: +91 79 4001 6816 | 6848 | 6844 | 6868 & Tel: +91 22 65354113 | 65595111)** followed with an e-mail to id support@bpclproc.in

**ANNEXURE-A**

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

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

**GENERAL TERMS AND CONDITIONS OF TENDER**  
**TENDER NO. BPCL/LPG/ER/2015/03/PMC BHAGALPUR PACKED**

**TENDER FOR TRANSPORTATION OF BPCL PACKED LPG CYLINDERS EX / TO /**  
**PMC BHAGALPUR LPG FILLING PLANT, BHAGALPUR**

Offers are invited from persons in their own names, who are willing to transport BPCL's filled and empty LPG cylinders in trucks, owned or hired by the tenderers particulars whereof are to be given in the prescribed format at the time of submission of the tender, to and from **PMC BHAGALPUR LPG FILLING PLANT, BHAGALPUR** to the destination as may be directed by BPCL from time to time for a period of 5 years commencing **from 01/11/2015 TO 31/10/2020**.

1. The Tender document set has been split into two parts – “CREDENTIAL BID” and “PRICE BID” which are to be submitted on e-tender platform only. Documents such as EMD instrument, Tender Fee DD, vehicle documents etc. shall be submitted in the office as per clause No. 7 mentioned herein under and **PROFORMA-II**

Tender documents can be downloaded form the following websites -

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

**From 24/09/2015 16:00 hours up to 14:00 hours on 15/10/2015**

2. Bidder is required to pay a Tender Fee of Rs.1140/- (Rs.1000/- plus applicable Service Tax currently @ 14%) by way of DD in favour of **M/s. Bharat Petroleum Corporation Limited, Payable at Kolkata**. Scan copy of DD for Tender Fee is to be uploaded along with the EMD on e-portal. Tender Fee Demand Draft to be submitted with Credential Bid Document. Credential bid without tender fee of Rs.1140/- is liable to be rejected)
3. The tender should be strictly in line with our terms and conditions. Any tender not conforming to the terms & conditions prescribed in the tender document shall be summarily rejected.
  - (a) Counter Terms & Conditions will not be accepted.
  - (b) Overwriting should be avoided, Corrections, if any, should be signed by the tenderer.
  - (c) All details and enclosures asked for should be submitted duly signed & stamped by proprietor/ partner. If any information is not applicable to tenderer, “Not applicable” may be written against the same.



4. All tenderers will have to submit interest free Earnest Money Deposit (EMD) as under –
  - a) General Category - @ Rs.25000/- per Truck subject to maximum of Rs 300000/- per Bid.
  - b) SC/ST Category - @ Rs.15000/- per Truck subject to maximum of Rs.100000/- per Bid.
  - c) Proposed category- @ Rs.200000/-
  - d) MSE are exempted from payment of EMD provided MSE registration certificate as per the tender terms and conditions is submitted.
5. Deposit payments to be made as mentioned in paragraphs 2 above will have to be by crossed Demand Draft/Pay Order drawn on any Nationalized / Scheduled Bank, in favour of “**Bharat Petroleum Corporation Ltd.**” payable at Kolkata.
6. Under no circumstances any tender document will be accepted, if received after the closing due date and time.
7. For detailed Terms & Conditions and the guidelines for filling up/submission of the tender, please refer the tender documents.
8. Detailed terms of notice, terms of tender and other particulars of the tender can be downloaded the from our web site <https://bpclproc.in>; [www.bharatpetroleum.in](http://www.bharatpetroleum.in) and <http://eprocure.gov.in/cppp>.
9. The original instrument of EMD & Tender Fee along with the copies of documents as mentioned in the General terms and conditions of tender have to be submitted only in sealed envelope with the tender no. clearly mentioned on in it in the tender box kept at the following address on or before **15/10/2015 14:00 hours**. Tenderers shall submit two separate envelopes, one containing EMD, Tender Fee and other containing the relevant documents as per **PROFORMA-II** superscribed with the Tender No. and EMD/Tender Fee or Credential Bid as per the content of the envelope and sealed. Both these envelopes to be put in a main envelope, sealed and to be submitted with superscribing the Tender No. and closing date.

REGIONAL LPG MANAGER, EAST  
BHARAT PETROLEUM CORPORATION LTD  
BHARAT BHAWAN, PLOT NO.31, KIT SCHEME NO.118, PRINCE GULAM MD SHAH  
ROAD, GOLF GREEN, POST BOX NO.16201 & 16204, KOLKATA-700095.

10. **E-Credential Bids and Credential Bid envelopes will be opened on 15/10/2015 @ 15:00 hours at the above address.**

11. **Pre-Bid meeting:** Bidders are invited to attend a Pre-Bid meeting scheduled at the above address on 01/10/2015 at 15:30 hours where salient feature of the tender will be explained and necessary clarification will be provided.

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

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

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

Trucks Capacity in No. of 14.2 kg Cylinders	No. of Trucks Required
306 Cylinders Capacity	6
450 Cylinders Capacity	5

However, if during the period of the contract, according to BPCL's assessment, the requirement of trucks is more than as mentioned above in Para 12, BPCL reserves its right to hire any truck, over and above the trucks accepted pursuant to this tender at any point of time and in such circumstances, BPCL will be free to hire trucks for such purpose as may be required by BPCL at a rate not exceeding the highest rate payable under this tender.

15. Tenderers can also offer trucks having capacity for transportation of 450 cylinders. of 14.2 Kg cylinders. Subject to evaluation criteria, in case BPCL requires, while awarding contract, preference would be given for offers received for trucks having capacity for transportation of 450 cylinders of 14.2Kg cylinders. Those tenderers, who have offered trucks with capacity for transportation of 306 Nos. of 14.2 Kg cylinders can, if they so desire, replace the same with trucks with capacity for transportation of 450 Nos. of 14.2 Kg cylinders, proportionately with prior approval of BPCL and in such cases, the rate applicable for 450 cylinders capacity trucks shall be payable.

16. BPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
17. Please affix your rubber stamp and sign on each page of documents submitted manually with all its enclosures.
18. **Rates to be offered:** Tenderers should offer their most competitive rates based on the prevailing PSU Oil Company Diesel rate at the location of the Plant on **01/04/2015**.
19. In case if it is required, BPCL at their sole discretion may conduct negotiation / reverse auction with the participation of the qualifying tenderers to arrive at a rate acceptable to BPCL. In case of reverse auction system, the reverse auction would be conducted on line and for this purpose; BPCL would arrange necessary training for the Tenderers through its own sources or through its authorized agency/service provider. The procedure that would be followed during the above event would be advised to the Tenderers well before the event. These terms and conditions also would form part of the Tender/Contract.
20. **Integrity Pact** -.
- (a) Proforma of Integrity Pact shall be returned by bidder/s along with the bid documents (Credential Bid in case of 2 part bids), duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the **IP duly signed along with the bid documents shall result in the bid not being considered for further evaluation.**
  - (b) If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Bidder, Price reduction amount by forfeiting the EMD/Performance Guarantee (SD) as per provisions of the Integrity Pact.
  - (c) If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity pact, BPCL shall be entitled to demand and recover from transporter Price reduction amount by forfeiting the Performance Guarantee (SD) amount as per provisions of the Integrity Pact.
  - (d) Bidders may raise disputes / complaints, if any, with the nominated Independent External Monitor.

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

Name : Shri. S.S.N. Moorthy

Address : GFQ, 1st Floor, B. Block, Summit Apts. Mettupalayam Road,  
Coimbatore - 641 043

Email id : [ssnm1950@yahoo.com](mailto:ssnm1950@yahoo.com) Mobile :09500998610

### **PROFORMA – I**

**TENDER NO. : BPCL/LPG/ER/2015/03/PMC BHAGALPUR PACKED - SCHEDULES OF STATIONS / OFFTAKE / RTKM FOR TRANSPORTATION OF 5 Kg /14.2 Kg/ 19 Kg/\_35 Kg / 47.5 KG LPG CYLINDERS EX. PMC BHAGALPUR LPG FILLING PLANT**

Sr. No.	Name of Distributors	Market	RTKM	Approx. No. of 14.2 Kg Cylinder per Annum
1	SRI SAI BABA GAS AGENCY	NATHNAGAR	10	143662
2	MATUSHREE ENTERPRISES	BHAGALPUR	20	88732
3	JPS BHARAT GAS GRAMIN VITRAK	NAUGACHIA	58	33803
3	DEVI GAS DISTRIBUTORS	NAUGACHIA	76	88732
5	DEEP GANGA GAS AGENCY	GOGARI JAMALPUR	162	92958
6	TARA BHARATGAS AGENCY	KHAGARIA	192	54930
7	SHIV GAS AGENCY	DHAMDAHA	196	46479
8	KHUTAHA BHARATGAS GRAMIN VITRAK	KHUTAHA	210	16901
9	SRI RANI SATI BHARATGAS	KATIHAR	220	105634
10	SONAM GAS ENTERPRISES	ALAULI	234	38028
11	SRIKRISHNA GAS AGENCY	CHAKAI	264	54930

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

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

It is the responsibility of Transporter to inform BPCL in case there is any reduction to particular destination due to change in route or new route commissioning. If the same is

found out later by BPCL deduction will be made from the date of notification by respective department of State / Central Government.

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

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

PROFORMA-II

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

Write Y- For Document enclosed.

Write N - For Document not enclosed.

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

1	DD/PO No._____ dated_____ drawn on_____ bank payable in of favour of Bharat Petroleum Corporation Limited at KOLKATA is enclosed as earnest money(EMD) or <b>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.</b> DD/PO No._____ dated_____ drawn on_____ bank payable in of favour of Bharat Petroleum Corporation Limited at KOLKATA is enclosed as Tender Fee	
2	Proof of financial Standing, including IBA reference, if any (for new company)	
3	Statement of particulars of trucks offered as per Annexure-I of Credential Bid (number of proposed trucks also to be included, if quoted) is enclosed along with self attested photocopies of documents related to each offered Truck	
4	Self attested copy of Registration Certificate (RC BOOK)	
5	Self attested copy of Valid National Permit	
6	Self attested copy of Valid State Permit	
7	Self attested copy of Valid Insurances (Third Party & Public liability)	
8	Self attested copy of Valid Fitness certificate	
9	Self attested Copy of PAN Card	
10	NOC in original issued by BPCL if any of the trucks offered are presently running at Other BPCL LPG Filling Plant	
11	NOC in original issued by HPC/IOC if any of the trucks offered are presently running in their Contract.	
12	Authenticated copies of Partnership Deed or Certificate of Incorporation ( wherever applicable)	
13	Tender acceptance letter as per PROFORMA-III	
14	Particulars of bidder as per ANNEXURE-VII	
15	Legal status and other particulars of bidder as per ANNEXURE-VIII	
16	Declaration of bidder on letter head as per ANNEXURE-X	

17	Letter of undertaking for deduction of TDS as per ANNEXURE-XI	
18	Original Affidavit as per format for attached trucks from owner/ member of Co-operatives Society as per ANNEXURE-XII	
19	SC/ST certificate for Proprietor/All Partners/Directors or Bidder as well as Truck owner in the prescribed pro-forma enclosed as attachment as ANNEXURE-XIII.	
20	Undertaking as per ANNEXURE-XV	
21	Organizational Details as per the ANNEXURE-XVI - (7 Pages)	
22	Income Tax Returns of last two financial years.	



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

**Date:**

**To,**

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

Acceptance of Terms & Conditions of Tender.

Tender Reference No: BPCL/LPG/ER/2015/03/PMC BHAGALPUR PACKED  
Name of Tender -Tender for transportation of Packed LPG Cylinders ex / to PMC  
BHAGALPUR LPG Filling Plant, BHAGALPUR

Dear Sir,

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

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

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

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

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

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

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

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or

summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(SIGNATURE OF THE BIDDER & RUBBER STAMP)

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

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

\_\_\_\_\_

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

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

**Invitation of Tender :**

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

**2. Submission of Offers :**

Offers may be submitted by :

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

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

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

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

- a) **The tenderer should own at least TWO no. trucks** and all trucks should have capacity of carrying **306 nos. / 450 nos.** “14.2 kg” LPG Cylinders for qualifying in the tender.
- b) If the tenderers do not have minimum **required trucks (02 no. trucks) as stated above in the owned category** then the tender of such tenderers will not be considered.
- c) The age of truck should not exceed **14 years** as on the effective date of this tender from the Original Date of Registration as per RC Book.
- d) The trucks should also comply with prevailing statutory requirements as notified by Central / State Government Authorities.
- e) **The tenderers also should own a minimum of 50% of the total trucks (owned/attached) offered.**
- f) Proposed Category - Prospective transporters who wish to enter into transportation job of LPG cylinders and **presently do not own any truck at the time of floating of the tender**, can participate in the tender under 'Proposed Category' with the following conditions
  - Their offer will be limited to maximum of **two proposed Owned trucks.**
  - The EMD for the proposed category would be Rs 2,00,000/- (Rupees two lakhs only),
  - The truck shall conform to all statutory requirements & BPCL safety norms.
  - The truck should bear the registration in the name of the tenderer or prospective transporters.

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

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

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

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

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

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

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

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

**6. Ownership of trucks: -**

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

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

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

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

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

Trucks Capacity in No. of 14.2 kg Cylinders	No. of Trucks Required
306 Cylinders Capacity	6
450 Cylinders Capacity	5

Bidders should offer trucks of above required capacity only.

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

In case BPCL requires, those tenderers, who have offered trucks with capacity for transportation of 306 Nos. of 14.2 Kg cylinders, can, if they so desire, replace the same with trucks with capacity for transportation of 450 Nos. of 14.2 Kg cylinders proportionately with prior approval of BPCL and in such cases, the rate applicable for 450 cylinders capacity trucks shall be payable.

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

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

- a) Should accommodate a minimum of 3 cylinders in the vertical position and the Length should be sufficient to take at least 18 cylinders in the truck (306 numbers 14.2 kg cylinders). The truck should be properly caged at the top.
- b) The trucks must conform to Dangerous Petroleum norms, as mentioned in **Annexure - III** hereto at all times
- c) Trucks must be covered with following statutory requirements –
  - **BIHAR** State registration of Truck.
  - Certificate of fitness
  - **BIHAR STATE** Local Goods Permit
  - Valid road permit applicable in the state of **BIHAR**
  - Insurance
- d) Transporters based in **BIHAR STATE** providing Lorries for **BIHAR STATE** markets may provide **BIHAR STATE** registered vehicles with appropriate permit for entering **BHAGALPUR** along with other statutory requirements like Insurance etc.

- e) Age of the Truck should not exceed 14 years on the effective date of this tender. from the original date of registration as per the RC book or the age as specified by the Statutory Authorities as would appear from the original RC Book. The truck should also comply with prevailing Statutory requirements in the area of operation. Those applying under “Proposed Category” shall be governed by the requirement as mentioned earlier.
- f) In case, the truck offered attains the age of 15 years during the period of contract tenderer shall provide the replacement of such truck as per the tender terms and conditions. Security Deposit @ Rs.100000/- per truck shall be forfeited.
- g) No truck which has been black listed or suspended by Indian Oil Corporation Limited / Hindustan Petroleum Corporation Limited / Bharat Petroleum Corporation Limited /or any other oil company can be offered.
- h) No truck will be offered under this tender which is presently in contract with other locations of BPCL or any other PSU Oil company. In case, it is detected at any stage that these trucks are in any of the contracts, BPCL reserves its right to reject/ terminate the tender/ contract.
- i) However, in case any truck(s), which are currently in contract with other locations of BPCL or other PSU Oil companies are offered by the tenderers in the tender, No objection Certificate (NOC) from the concerned Region or other PSU Oil companies will be attached with the credential bid. Date of issuance of NOC should be for this particular tender, subsequent to the date of floating of the tender and before the closing date of the tender.
- j) Tenderers are strictly advised to quote only for goods trucks as would appear in original RC books on physical verification.
- k) In case trucks of specific state registration are required during the pendency of the contract, the tenderer at the advice of Contracting Corporation shall arrange to change the Registration number at their own cost as directed by Contracting Corporation within one month of such request. Failure to do so would be treated as breach of contract and action as per the terms and conditions of the contract would be taken.
- l) Suitable “ **Vehicle Tracking System (VTS)**” linked to GPS should be installed in each tank truck for monitoring its safe movement by the transporters at



their own cost as and when decided by the Corporation. Corporation will organize supply & installation of VMUs by VMU supplier against cost and maintenance of VTS through a service provider at the cost of Transporter and the same will be recovered through the transportation bills of the transporters.

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

9. **Rates:-**

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

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

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

The rate to be quoted for various Slabs in the Price Bid are as applicable for transportation of 306 / 450 nos. of 14.2 Kg capacity LPG cylinders. In case if transportation of 5 Kg, 19.0 Kg, 35.0 Kg or 47.5Kg capacity cylinders are required to be transported, then the rate applicable shall be 0.46 / 1.50 / 3.60

/ 3.60 times the rate quoted for 14.2 Kg cylinders respectively and the number of cylinders will be restricted to the carrying capacity of the vehicle.

- e) If the supply point/ transport planning point is shifted due to exigencies or realignment of markets or re-organization of markets or new Plant location or hospitality location of other oil companies or parallel marketing companies where BPCL has made arrangement for cylinder filling or as required by BPCL trucks accepted in this tender may be shifted to new location at the sole discretion of BPCL and rate prevailing if any at that location shall be payable.

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

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

- f) "The successful tenderer would be required to purchase fuel/lubricants for the Trucks engaged by BPCL at the Smart Fleet Retail Outlets of BPCL. For this the tenderer would have to enroll under CMS Fleet Card Scheme for his fuelling requirement. Initially, a minimum of 40% of the billing amount from the carrier's monthly transportation bill shall be deducted & same shall be credited to billing amount to be deducted for crediting it to Carriers CMS account."
- g) Transport Rates finalized vide this tender are applicable for vehicles having Capacity of 306 & 450 Cylinders of 14.2 Kg. Vehicles having capacity less than 306 cylinders, if required to be inducted, will be at the sole discretion of BPCL. However rates for these vehicles having capacity less than 306 cylinders will be same as applicable for 306 cylinder capacity Trucks.
- h) New tender rates will be implemented with effect from the date of issuance of Letter of Intent to the successful bidders.
- i) There will be an escalation of 4% in Rates on beginning of 4<sup>th</sup> year as well as 5<sup>th</sup> year on the non fuel component of the rates prevailing at the beginning of 4<sup>th</sup> year and 5<sup>th</sup> year.

#### 10. **Earnest Money Deposit :**

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

- a) General Category - @ Rs.25000/- per Truck subject to maximum of Rs 300000/- per Bid.
- b) SC/ST Category - @ Rs.15000/- per Truck subject to maximum of Rs.100000/- per Bid.
- c) Proposed category- @ Rs.200000/-
- d) MSE are exempted from payment of EMD provided MSE registration certificate as per the tender terms and conditions is submitted.

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

#### 11. **Forfeiture of EMD** : Interest free EMD of Rs.25000/- per truck will be forfeited at the sole discretion of the corporation if the tenderer:

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

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

- Partial Non Placement of Trucks

Forfeiture of Rs.25000/- per Truck for General Category, Rs.15000/- per truck for SC/ST Category maximum Up to amount of EMD Submitted

- f) Is unable to position the truck (offered under “Proposed Category”) within the stipulated time after issuance of letter of intent regarding award of contract.

## **12. Refund of EMD**

Interest free EMD would be refunded:

- To the unsuccessful tenderer(s) within 30 days from the acceptance of the offer of the successful tenderer
- To the successful tenderer(s), only after placement of trucks as per LOI, signing of formal contract & submission of requisite Security Deposit

## **13. Security Deposit:-**

- Successful tenderer, will be required to furnish Security Deposit within 15 days from the date of LOI at the rate of Rs. 1, 00,000/- per truck subject to a maximum of Rs. 5, 00,000/- per contract.
- Security Deposit to be deposited with BPCL in the form of an irrevocable Bank Guarantee., valid for 6 months beyond the contract period of 5 years. In lieu of Non availability of Bank Guarantee, Security Deposit in the form of Demand Draft issued by Nationalized / Scheduled bank can be submitted.
- The aforesaid security deposit will be adjusted against any claim of BPCL under this contract or otherwise against the tenderer without any further reference to the tenderer.
- In case, Truck/s offered by the tenderer during the pendency of the contract are withdrawn and relief trucks are not provided within 15 days of withdrawal, Security deposit @ Rs. 100,000/- per each Truck withdrawn will be liable to be forfeited.

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

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

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

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

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

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

1	DD/PO No._____ dated_____ drawn on_____ bank payable in of favour of Bharat Petroleum Corporation Limited at Kolkata is enclosed as earnest money(EMD) or <b>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.</b> DD/PO No._____ dated_____ drawn on_____ bank payable in of favour of Bharat Petroleum Corporation Limited at Kolkata is enclosed as Tender Fee	
2	Proof of financial Standing, including IBA reference, if any (for new company)	

3	Statement of particulars of trucks offered as per Annexure-I of Credential Bid (number of proposed trucks also to be included, if quoted) is enclosed along with self attested photocopies of documents related to each offered Truck	
4	Self attested copy of Registration Certificate (RC BOOK)	
5	Self attested copy of Valid National Permit	
6	Self attested copy of Valid State Permit	
7	Self attested copy of Valid Insurances (Third Party & Public liability)	
8	Self attested copy of Valid Fitness certificate	
9	Self attested Copy of PAN Card	
10	NOC in original issued by BPCL if any of the trucks offered are presently running at Other BPCL LPG Filling Plant	
11	NOC in original issued by HPC/IOC if any of the trucks offered are presently running in their Contract.	
12	Authenticated copies of Partnership Deed or Certificate of Incorporation ( wherever applicable)	
13	Tender acceptance letter as per PROFORMA-III	
14	Particulars of bidder as per ANNEXURE-VII	
15	Legal status and other particulars of bidder as per ANNEXURE-VIII	
16	Declaration of bidder on letter head as per ANNEXURE-X	
17	Letter of undertaking for deduction of TDS as per ANNEXURE-XI	
18	Original Affidavit as per format for attached trucks from owner/ member of Co-operatives Society as per ANNEXURE-XII	
19	SC/ST certificate for Proprietor/All Partners/Directors or Bidder as well as Truck owner in the prescribed pro-forma enclosed as attachment as ANNEXURE-XIII.	
20	Undertaking as per ANNEXURE-XV	
21	Organizational Details as per the ANNEXURE-XVI - (7 Pages)	
22	Income Tax Returns of last two financial years.	

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

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

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

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

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

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

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

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

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

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

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

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

### **21.Selection Criteria of trucks while awarding contract :-**

Subject to evaluation criteria as per clause 41, preference for award of the job will be given as under:

- a) Owned trucks over attached trucks.

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

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

Payment towards transportation shall be released once a month by BPCL along with the statement of accounts. In case any discrepancy is observed by the tenderers, they should put a claim to the TM (LPG) of the territory or any other officer of BPCL as may be decided by BPCL from time to time along with the details of the statement of such error/ omission in the payment. No claims shall be entertained after 3 months from the date of payment.

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

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

## **24.Contact Office for Transporter :-**

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

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

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

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

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

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



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

From the date of floating of the tender and finalization of the tender, escalation and de-escalation clause mentioned in the draft agreement with this tender (Please refer item Sr.No.6(f)) will apply on the quoted rates at the time of finalization. The tender will be evaluated based on the rates quoted by the tenderer while submitting their offer, after applying the escalation and de-escalation clause.

## **28.Registration with Mathadi Board (if applicable for the Plant)**

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

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

## **29.Toll Tax:**

The existing Toll / Entry / Transit / Statutory charges falling en-route to the distributors from the LPG Plant as per the approved route by the Company as on the Date of Tender will not be reimbursed. Any New or enhancement in existing Toll / Entry / Statutory taxes introduced / implemented in the same route on Date of Tender will be reimbursed subject to production of gazette notification for revision and original receipt of payment along with transportation bills. Any enhancement of taxes which are required to be borne by the transporters (specially levied on vehicle) will not be reimbursed.

### **30.Statutory obligations :**

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

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

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

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

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

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

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

The tenderers are advised to visit the filling Plant / Territory office, discuss with the Territory Manager and acquaint with our facilities, loading / unloading

practices at the Plant, at destination etc. before quoting for the tender, in order to familiarize themselves fully about the scope of work.

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

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

Envelopes containing the **EMD, Tender Fee** and other tender supporting documents as per Proforma-II duly filled in all respect, (overwriting to be avoided and corrections, if any, to be signed by the tenderer) duly signed and stamped on every page should be properly sealed and dropped into the TENDER BOX kept for at office of REGIONAL LPG MANAGER (EAST), BHARAT PETROLEUM CORPORATION LTD.,BHARAT BHAVAN,PLOT NO.31, KIT SCHEME NO.118, PRINCE GULAM MD. SHAH ROAD, GOLF GREEN, POST BOX NO.16201 & 16204, KOLKATA-700095 on or before the closing date of the tender i.e. 15/10/2015 @ 14:00 hours.

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

Credential Bid will be opened on **15/10/2015 @ 15:00 hours**, at the above address. After scrutiny of the Credential Bids, the eligible tenderers will be notified regarding date, time and venue for opening of the Price Bids.

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

Successful tenderers will have to provide Company' Visual Manifestation Standards & BPCL Logo on trucks engaged by them strictly as per the specification and drawings (As per Page 101). In order to have uniformity in the design and specification, a common painter / fabricator / transporter may be arranged by BPCL who will carry out the jobs as per the standards of BPCL and the expenditure so incurred shall be borne by the successful tenderer.

The truck should be fitted with panels on either side. The panel should be (size 15'x3') Frame 25 mmx25mm 16 SWG MS Frame clad with GI Sheet of 18swg. The panel should not have undulations and the brackets should not be visible. While fixing the GI sheet on the MS frames it should not be riveted on the front face. Instead the sheet can be folded on all the sides and riveted on the sides of the MS frame, so as to give us clear surface on the front."

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

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

- a) Helper should be provided along with the driver at all times
- b) Night driving between 2300 hours to 0500 hours is prohibited.
- c) The tenderer shall submit the Police Verification of the crew employed by them.
- d) Vehicle crew should be adequately trained with the operation of fire extinguishers.
- e) Safety belt (retractable) for Driver & Helper should be provided by the transporters & it should be as per the specification recommended by the company.
- f) Uniforms (at least 2 pairs – annually) to be provided by the transporters to the PCVO crew.
- g) The transporters should provide Safety Shoes, uniforms (2 pairs), helmet, gloves and other PPE as per requirement on annual basis to all workmen engaged by them at the Plant for loading/ unloading activities. Workings of Hand breaks for each truck are to be ensured during the contract period.
- h) CCOE / PESO approved Spark arrestors should be welded to the exhaust of the trucks.
- i) Stout steel guards on HSD tanks should be provided to minimize damage to fuel tanks in the event of any accident.
- j) The transporter shall, for the purpose of carrying out the activities mentioned in this Agreement, employ or engage their own personnel having valid heavy vehicle driving license with an endorsement from RTO for carrying hazardous goods (HGV) and will comply with all other provisions of law as applicable in respect of such driver/crew member or employee.

- k) The drivers should undergo a three day training course on carrying hazardous goods which should be revalidated by attending a day's refresher course
- l) Successful tenderer should get their drivers trained, at their own cost under Rule No. 9 of CMV Rules from the Plant/institute recognized as training center for conducting such training program.
- m) Rubber mat of minimum 1 inch thickness should be provided on the bed of the truck. Tyre is not acceptable in lieu of rubber mat.
- n) All the cylinders should be stacked properly supported with wooden plank in order to avoid its falling during transportation.
- o) 10 Kg DCP type Fire Extinguishers provided along with the trucks should be in working conditions at all the times during the period of contract.
- p) BPCL reserves the right to levy penalty as deemed fit, if the tenderer fails to comply with any of the Safety & operational norms and other statutory requirements as mentioned in the tender document.
- q) The transporter shall comply with all statutory provisions relating to his trade/business /profession including his own employees or employees engaged by transporter and corporation shall not be responsible for his omission or commission.
- r) It is mandatory for the transporter to abide by all the Safety, Health and Environment related norms as in force during the period of contract.

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

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

### **39.Reverse Auction :-**

If applicable, please refer **Para no 17** of General conditions of tender.

### **40.Headings :-**

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

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

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

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

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

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

Ranking of Bidders for 306 Capacity and 450 Capacity trucks will be worked out separately. Cash outflow will be calculated separately for 306 Cap and 450 Capacity trucks for evaluation.

- b) In case of Multiple Supply Sources within one territory, evaluation will be based on overall cash outflow considering Cash outflow for each supply sources .

- c) Number of trucks offered by the tenderer, for which physical verification of truck(s)/ documents has been carried out and have been technically accepted.
- d) Any other factor considered relevant by the corporation.
- e) Negotiation will be carried out with the L-1 party on the Lowest Quoted Rate in each Slab. On finalization of rate with L-1 party, the counter offer of the lowest negotiated rate will be given to next party in order of ranking and subject to their acceptance, contract will be finalized.
- f) If the requirement of trucks is not met by say L-1, L-2, L-3, L-4, L-5 transporters then negotiations will be carried out with the L-1 party based on the lowest rates received in each Slab in the tender. On finalization of rate with L-1 party, the counter offer of the lowest rate will be given to L-2 to L-5,... transporters. In this process, in case any tenderer between L-2 to L-5,... say L-3 & L-4 transporters refuse to accept the lowest rate then corporation reserves the right to give counter offer of the lowest rate to other high ranking parties in sequence e.g. L-6 & L-7,... till the full requirement of trucks is met.. In the process the original L-3 & L-4 ranking parties will not get any contract as they have refused to accept the BPCL counter offer rate. In such case, the award of job will be distributed to all agreeable transporters in sequence of their ranking keeping in view the agreed lowest rates in each Slab up to the requirement/ availability of the trucks.
- g) If the above process still results in not meeting the Corporation's full requirement of trucks, then negotiations/counter-offer exercise may be conducted with the balance parties in their original order of ranking till the full requirement of trucks is met.
- h) Even If the requirement of trucks is fully met by the L1 bidder(s), BPCL reserves the right to negotiate with L2, L3, L4.... Bidders and allocate the businesses in the ratio of 70:20:10 (among L1, L2, L3 bidders) and 80:20 (among L1 & L2 Bidders).
- i) With increase in requirement of trucks due to ever increasing market demand, the corporation at its sole discretion reserves the right to induct trucks from any LPG distributor of BPCL and / or open Market if contracted transporters fail to provide required number of trucks.

- j) The contract will be awarded in the proportion of availability of trucks from the transporters after considering the allotment of trucks as per ranking in the Slabs.

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

**NOTE:**

1. The tender document contains the indicative number of locations in each Slab and total no. of loads to be transported to these locations per month and total number of trucks and no. of trucks required in each Slab against this tender. These figures are estimated only and shall be used for the purpose of evaluation using RTKM of individual location as an additional data. Cylinders are also to be transported to and from the parties carrying out cylinder repair activities at various places. Also cylinders are to be transported to and from the Plants of the private bottlers from whom BPCL is taking Filling assistance at present or in future. The transport charges payable under this agreement are based on the shortest route approved by the corporation on round trip basis (called RTKM).
2. Each tenderer is expected to quote for all the rate Slabs as per condition of the tender. However in case rates are not quoted for all the Slabs, then the subject tenderer shall be considered based on the highest rate received in the tender for those Slabs.

**3. Selection of SC & ST Transporters:**

- a) Total no. of trucks to be inducted from SC transporters is X (where X = 15%).
- b) Based on the transportation cost in each Slab, ranking will be assigned to SC category tenderers for each Slab.



- c) If, X is less than the number of valid trucks offered by the lowest among the SC tenderers, then only this tenderer will be appointed for induction of X number of trucks.
- d) If, X is more than the number of valid trucks offered by the lowest among SC tenderers, then similar method as mentioned above will be adopted amongst SC tenderers.
- e) Total no. of trucks to be inducted from ST transporters is Y (where  $Y = 7.5\%$ ).
- f) Based on the transportation cost in each Slab, ranking will be assigned to ST category tenderers for each Slab.
- g) If, Y is less than the number of valid trucks offered by the lowest among the ST tenderers, then only this tenderer will be appointed for induction of Y number of trucks.
- h) If, Y is more than the number of valid trucks offered by the lowest among ST tenderers, then similar method as mentioned above will be adopted amongst ST tenderers.
- i) Contract shall be awarded to the SC / ST category tenderers as above only if they match the rate finalized in the tender and no price preference shall be given.
- j) 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.
- k) Caste certificate for each individual member of a Partnership / Public / Private / cooperative Firm should be enclosed as proof along with the Credential bid.
- l) 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.
- m) 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.
- n) 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.

**43. 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. 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. The Certificate issued by Competent Authority (EM II) must contain the following information under the heading “details of Plant and machinery as per date wise investment as per table given below

Sr. No.	Truck Registration Number	Amount in Lakhs	Date of Investment

The above details are required to consider number of trucks to qualify under MSE. Responsibility for furnishing the accurate information as per the above table for getting the same endorsed in the certificate (EM II) lies with the bidders only.

- iii. 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.
- iv. 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.

- v. 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.
- vi. 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 up to 20 percent of requirement.
- vii. 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.
- viii. If no. of bidders is more than the no. of Trucks reserved for the MSE category and it is not possible to allocate even one Truck on proportionate basis then one Truck will be allocated to bidders under MSE category in order of their original ranking till the reserve quota is fulfilled.
- ix. In case of more than one such Micro and Small Enterprises, the work shall be shared proportionately.
- x. Micro and Small Enterprises will be exempted from payment of Earnest Money.
- xi. 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.
- xii. 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.
- xiii. No attached / proposed truck is allowed under MSE category.

## **ANNEXURE-I**

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

Sr. No.	RTO Registration No.	Engine No.	Chassis No.	TRUCK MAKE / MODEL	Original Date of Reg. No.	Capacity of truck to carry No. of 14.2 Kg Cylinders i.e. 306/450	Owned / Attached / Proposed	Name of Owner of TT	Valid Fitness Certificate		National Permits (Y/N)	State Permits (Y/N)	Valid Insurance Available	
									Y/N	validity			Y/N	validity

1														
2														
3														
4														
5														

### DECLARATION

- Provided the work contemplated under this tender by M/s BHARAT PETROLEUM CORPORATION LTD, is awarded to us, we undertake to place ready / existing trucks at the disposal of M/s BHARAT PETROLEUM CORPORATION LTD, within 30 days & proposed trucks within 45 days after award of LOI in our favor
- a.
  - b. We have submitted the attested Xerox copies of RC book of all trucks offered in the tender.
  - c. ORIGINAL RC BOOK FOR EACH TRUCK SHALL BE SHOWN AT THE TIME OF PHYSICAL VERIFICATION
  - d. All the above are box type trucks capable of carrying **306/ 450 nos.** of 14.2 kg LPG cylinder or equivalent in 3 vertical tiers or converted for carrying **306/450 nos.** of 14.2 kg LPG cylinder
  - e. None of the trucks offered by us are blacklisted by any oil company
  - f. Necessary unconditional NOC has been obtained from OMC for the trucks quoted (if operating with OMC.)
  - g. We confirm that the trucks listed above confirms to Motor Vehicles Act, other statutory requirements & BPCL SAFETY NORMS
  - h. We also confirm that the truck will conform to BPCL's prevailing VM Standards.
  - i. We also confirm that the drivers will undergo eye test / mandatory 3-day training as certified by concerned RTO

## ANNEXURE-II

### LPG CYLINDERS TRANSPORTATION CONTRACT AGREEMENT

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

\*\* \_\_\_\_\_, son/daughter/wife of Sh \_\_\_\_\_ residing at \_\_\_\_\_ carrying on business as Sole Proprietor under the name and style of \_\_\_\_\_ and having its office at \_\_\_\_\_ hereinafter referred to as "THE 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 Sh \_\_\_\_\_ residing at \_\_\_\_\_, carrying on business in co-partnership under the name and style of \_\_\_\_\_ and having its office at \_\_\_\_\_ hereinafter referred to as "THE 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 trucks for transportation of LPG cylinders of the Corporation from the Corporation's Filling Plant at PMC BHAGALPUR 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 trucks to be provided by the

Transporter for transportation of LPG cylinders of the Corporation on the terms and conditions contained hereinafter.

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

1. The Transporter hereby agrees to provide as and when required by the Corporation, number of trucks, detailed particulars whereof are given in the Annexure hereto annexed and marked **ANNEXURE-I** and being treated as a part of this Agreement, to the Corporation within 30 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 LPG cylinders as also boxes of LPG regulators as and when required by the corporation and the Corporation agrees to take such trucks for utilization of the same on the terms and conditions contained hereinafter
2. The packed trucks to be provided by the Transporter should be owned by or attached to him and should be fit to transport packed LPG by road.
3. The trucks to be provided by the Transporter should have capacity to transport 306/450 LPG cylinders for Markets filled with 14.2 KG LPG and the same can be used for transporting cylinders having LPG of 14.2 Kgs and/or 5 Kgs and/or 19 Kgs and/or 35 Kgs and/or 47.5 Kgs at the sole discretion of the Corporation.
4. Transporters who have offered trucks with capacity for transportation of 306 Nos. of 14.2 Kg cylinders can, as per the requirement of the Corporation, replace the same with trucks with capacity for transportation of 450 Nos. of 14.2 Kg cyls. Proportionately with prior approval of BPCL. In such cases, the rate applicable for 450 cyls. Capacity trucks shall be payable.
5. The Transporter will ensure that:
  - a) Trucks offered are sound and conform to the Motor Vehicles Act, in excellent and efficient working conditions, having fitness certificate from local Regional Transport Officer valid at all times during the entire contract
  - b) The trucks provided shall conform to the Rules pertaining to the transportation of the Petroleum products as contained in the Petroleum Act, 1976, Gas Cylinder Rules, 1981, a gist/ important points of which are mentioned in the Annexure hereto annexed and marked **ANNEXURE-V** and

treated as a part of this Agreement, and/or any applicable Act/Rules or any amendment or re-enactment thereof from time-to-time.

- c) Different types of cylinders, i.e. 5 kg, 14.2 kg; 19 kg, 35 kg and 47.5 kg will be stacked in a systematic manner in vertical tires as may be instructed by the Corporation to the Transporter from time to time. The side and end flaps of the truck shall get locked in an upright position without buckling or slanting.
- d) the truck engaged for transportation of cylinders is placed before the concerned officer/agent of the Corporation and the same conforms to the regulations relating to the carriage of dangerous petroleum stipulated in the Petroleum Act, 1934 and will produce the certificate, if any, issued by the Corporation as and when demanded by the Corporation for their inspection.
- e) Suitable “ **Vehicle Tracking System (VTS)**” linked to GPS should be installed in each tank truck for monitoring its safe movement by the transporters at their own cost as and when decided by the Corporation. Corporation will organize supply & installation of VMUs by VMU supplier against cost and maintenance of VTS through a service provider at the cost of Transporter and the same will be recovered through the transportation bills of the transporters.
- f) **Anti Lock Braking System (ABS)**- All trucks provided by the Transporter should be compulsorily fitted with ABS conforming to IS-11852:2003 (Part-9) irrespective year of Manufacturers. Transporters have to ensure that the trucks are fitted with ABS at the time of induction of trucks. Transporter shall submit the certificate of having fitted with ABS in trucks issued by either from the truck manufacturers (in case of new trucks) or from the vendors of retrofitted ABS.
- g) The spark arrestor and fire extinguisher of the trucks are checked on a quarterly basis and to ensure that the same are in perfect working condition.
- h) Cylinder shall be so transported as not to project in the horizontal plane beyond the sides or ends of the vehicle by which they are transported.
- i) There shall be no sharp projections on the inside of the vehicle.
- j) Cylinder shall be adequately secured to prevent their falling off the vehicle and being subject to rough handling/ excessive shocks or local stresses.

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



- The list prepared by the distributor for handing over empty cylinders to the Transporter is signed by the distributor and counter signed by the transporter's crew and if any discrepancy is found in the said list, the same should be recorded and both the distributor and crew of the transporter should sign such discrepancy.
- **SPURIOUS, DEFECTIVE / OTHER MARKETING OIL COMPANY (OMC) CYLINDERS**

It shall be the responsibility of the transporter(s) to ensure that no spurious or OMC cylinders are inducted in our distribution system in the course of transportation of cylinders. Distributors are expected to list down the serial no. of all cylinders while returning them to the Plant, which must be checked and countersigned by the transporter's crew. If any spurious or OMC cylinder is detected at the Filling Plant of which serial no. is not appearing in the list or if the list has not been signed by the distributor concerned, recoveries will be made from the transporter(s) for the spurious cylinders / OMC cylinders @ Rs. 2300/- per 14.2 kg cylinder, @ Rs. 2550/- per 19 kg cylinder, @ Rs.4800/- per 19 KG cylinder with LOT Valves, @ Rs. 6450/- for 47.5 kg cylinder, @ Rs. 8700/- for 47.5 KG Cylinders with LOT valves, @ Rs. 5,100/- for 35 kg cylinder @ Rs.7350/- per 35 KG cylinder with LOT valve and @ 700/- per 5 kg cylinder ( or as per the BPCL guidelines on the subject matter applicable from time to time ). In all such cases, the decision of the Corporation shall be final and binding on the transporter(s). Hence, such detection or delivery of spurious/OMC cylinders by the transporter(s) will be dealt with severely which may include even termination of the contract and/or appropriate penalties to be levied as well as determined by the Corporation.

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

- t) No child or bonded labour is engaged for handling the work in connection with this contract or contravene any of the Government Rules and Regulations in this regard.
  - u) No person in the truck smokes and no fire or ignition takes place in the vicinity of the truck.
  - v) No other goods other than those authorized by BPCL are carried in the truck along with the LPG cylinders / regulators.
  - w) The truck does not carry any person other than the authorized crew of the transporter along with the LPG cylinders/ pressure regulators
  - x) Transporter shall provide the Helper in each Truck at all the time.
  - y) BPCL shall raise / recover an appropriate amount towards **Public Liability Policy for Oil Industry.**
6. Apart from providing trucks and transporting LPG cylinders to the destinations from time to time as directed by the Corporation, the transporter will carry out the following:
- a) Loading of full cylinders from stacks and/or conveyors onto the truck at the Corporation's Filling Plant or from such place as may be decided by the Corporation at its sole discretion.
  - b) Unloading of empty cylinders from the trucks onto conveyors and/or stacks at the corporation's Filling Plants or from such place as may be decided by the Corporation at its sole discretion.
  - c) Unloading of full cylinders and stacking of cylinders at the distributors end.
  - d) Removal of empty cylinders from stack at the distributors end and loading onto trucks.
  - e) Proper stacking of cylinders inside the truck and removal / receipt of cylinders from / on the truck both at the Filling Plant and distributors end.
  - f) Cylinder handling (loading and unloading) at staging depot shall be done by BPCL.

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

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

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

- a) For transportation of filled cylinders to the destinations, 65% (Sixty five percent) of the rate shown in the enclosed rate schedule will be paid and for transportation of empty cylinders from the destinations to LPG Plants (BPC/OMC/PMC), 35% (thirty five percent) of the rate shown in the enclosed rate schedule will be paid.
- b) (i) The transportation charges so payable to the transporter(s) will be based on the shortest route approved by the Corporation from time to time.
- (ii) If for any compelling reasons an alternative route is used, payment for the longer route may be considered by the Corporation provided prior approval from the Corporation is obtained for the use of the alternative route and intimation of such approval in writing is recorded within 48 hours from the date of approval.
- (iii) For one way loads either from BPCL's Filling Plant to Distributors end or from Distributors end to BPCL's Filling Plant, 65% of the RTKM rates shall be payable.
- (iv) The above rates are inclusive of all taxes, including goods tax/ hill tax / Behti tax bridge tax/ toll tax but exclusive of Octroi on Corporation's product
- (v) The existing Toll / Entry / Transit / Statutory charges falling en-route to the distributors from the LPG Plant as per the approved route by the Company on **tender floating date** tender will not be reimbursed. Any

New or enhancement in existing Toll / Entry / Statutory taxes introduced / implemented in the same route after floating date of the tender will be reimbursed subject to production of gazette notification for revision and original receipt of payment along with transportation bills. Any enhancement of taxes which are required to be borne by the transporters (specially levied on vehicle) will not be reimbursed.

- (vi) Minimum rate protection shall be made applicable.
  - (vii) "The successful tenderer would be required to purchase fuel/lubricants for the Trucks engaged by BPCL at the **Smart Fleet Retail** Outlets of BPCL. For this the tenderer would have to enroll under CMS Fleet Card Scheme for his fuelling requirement. Initially, a **minimum of 40%** of the billing amount from the carrier's monthly transportation bill shall be deducted & same shall be credited to billing amount to be deducted for crediting it to Carriers CMS account
  - (viii) In case of movement from Plant to a location which though is situated in the state where Plant is located but entail movement thru other states, decision to pay rates for such movements with rates as applicable for other states and shorter RTD or with rates as applicable within state and longer RTD will be discretion of the corporation.
  - (ix) The Corporation shall deduct applicable Income Tax from transportation bills from time to time as per rules and regulations of CBDT (Central Board of Direct Taxes).
  - (x) The Transporter(s) shall submit a letter of undertaking to the Corporation, agreeing to the Corporation's deducting "Income Tax" as applicable from the transportation bills.
- c) Payment towards transportation shall be released once a month by BPCL along with the statement of accounts. In case any discrepancy is observed by the tenderers, they should put a claim to the TM (LPG) of the territory or any other officer of BPCL as may be decided by BPCL from time to time along with the details of the statement of such error/ omission in the payment. No claims shall be entertained after 3 months from the date of payment.
- d) A penalty of Rs. 100/- shall be levied for every duplicate document asked for by the Transporter for originals lost by them.

- e) The Rate finalized will increase or decrease in the event of any variation in price of High Speed Diesel of the Corporation
  - f) The rate finalized will increase or decrease in the event of any variation in price of High Speed Diesel of the Corporation
- (f) The escalation / de-escalation shall be calculated on the presumption that:
- (ii) **Notional capacity of the truck will be 306 x 14.2 kg cylinder (10 MT) & for 450 x 14.2kg cylinders (16 MT).**
  - (iii) **Average Consumption of HSD will be 4 km / lit for 306 cylinders capacity trucks & 3.5 km/lit for 450 cylinders capacity trucks.**
- g) In case of Escalation/de-escalation due to increase/decrease in the Fuel Cost it should be applied when change in HSD retail selling rate is minimum 25 ps. Per liter at a time. If the fluctuation in the HSD retail selling rate is lower than 25 ps per liter, escalation / de-escalation should be applied when cumulative total of such fluctuations becomes 25 ps per liter in terms of either increase or decrease.
  - h) Escalation / De-escalation in transportation rates, due to increase / decrease in HSD retail selling price, if any **will be done once in month on 1<sup>st</sup> of the month (if applicable) based on previous month HSD Rate. The minimum HSD RSP prevailing at the Plant Location to be considered for calculation. In case of more than one revision in a month, the weighted average of these of previous month shall be considered.**
  - i) Method of calculating increase / decrease in Transport rate :
    - i. Fuel Cost variation per cylinder:
$$\frac{\text{Increase / Decrease in HSD retail selling rate} \times \text{ARTD}^{**}}{306 \text{ cylinders} \times 4 \text{ kms. (as the case may be)}}$$

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

**\*\* ARTD for Slab Rate would be weighed Average RTKM of the Respective Slab**
  - j) There will be an escalation of 4% in Rates on beginning of 4<sup>th</sup> year as well as 5<sup>th</sup> year on the non fuel component of the rates prevailing at the beginning of 4<sup>th</sup> year and 5<sup>th</sup> year

k) **The Formula for working out Escalation at the beginning of 4<sup>th</sup> & 5<sup>th</sup> year is as follows:**

**Assumptions:**

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

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

**$F = H \div (4) \div (306)$**  in Rs/cyl/RTKM for 306 cyl trucks, and

**$F = H \div (3.5) \div (450)$**  in Rs/cyl/RTKM for 450 cyl trucks

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

The increment of 3.25 % is applied to **N**, which becomes **Nr**, given by:  **$Nr = (1.0325) * N$**

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

**Illustration:**

Let the Transportation Rate, **R** at the end of the 3<sup>rd</sup> year of the contract be **0.075 Rs/cyl/RTKM** for 306 cylinder capacity truck

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

The Fuel component in the above rate **F** is Rs.16.0 /RTKM or Rs 0.052/cyl/RTKM (for 306 cyl truck)

The Non fuel component **N** = 0.075 – 0.052= Rs. 0.023/cyl/RTKM

Applying the increment of 3.25 % on Rs. 0.023 /cyl/RTKM, we have:

**$Nr = 0.0325 \times 0.023 = \text{Rs. } 0.00074 \text{ cyl/RTKM}$**

**The Revised rate for the 4<sup>th</sup> year would be:  $0.075 + 0.00074 = \text{Rs } 0.07574/\text{cyl/RTKM}$**

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

(ii) In case of Slab Rate (Rs./Cylinder) calculation will be based on weighted average of RTKMs of markets in that particular slab

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

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

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

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

9. If any of the trucks under the contract goes out of operation for repairs for a period of more than two month or if the transporter desires to replace the truck, the transporter will have to offer trucks at the sole discretion of the Corporation, in replacement thereof for the remaining period of the contract-

- a) An attached truck can be replaced by an Owned /Attached truck but it should be of later model.
- b) Owned truck of older model can be replaced by owned truck of later model.

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

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

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

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

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

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

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



the trucks arrive at the Filling Plant beyond the regular working hours and on holidays.

- 12.(a) The Transporter(s) shall be solely responsible for the safe custody of the Cylinders and products once these are handed over to them.
- (b) The charges as fixed by the Corporation from time to time for fittings, parts and accessories, cylinders and/ or pressure regulators found missing/damaged at the time of delivery of cylinders both at the Filling Plant and distributors end will be recovered from any amount payable to the transporter under this contract or otherwise.
- (c) The transporter(s) shall be liable to pay without demur the amount mentioned hereunder or such other amount as may be intimated to the Transporter by the Corporation for the loss or damage caused to the said cylinders:

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

- (d) The aforesaid amount or such other amount as may be intimated by the Corporation in replacement or substitution of the amount stated above will be recoverable as liquidated damage for the loss or damage to the cylinders and/or other equipment and same shall be recovered through monthly transportation bills of Transporter.
- (e) In the event of loss of filled and/or empty LPG cylinders due to fire during or because of accident, theft etc., the recovery for the loss will be made at the actual cost to the Contracting Corporation for the product and cylinder at the loading source on the date of dispatch, provided FIR has been lodged for the accident or for the theft, and due report has been submitted to CCE, and the proof of acquittal of case from Police and decision on settlement by the concerned Insurance company have been submitted to the satisfaction of the Corporation. OTHERWISE the Corporation shall recover the cost of the loss of product at the prevailing rate of the Corporation applicable for LPG cylinders for non-domestic use at the concerned loading source on the date of dispatch of the product and in case of loss of cylinders the recovery shall be at the penal rate as mentioned in the table in clause 12 (c) above.
13. For any shortages of cylinders and/or LPG contained therein, it will be necessary for the transporter(s) to get an endorsement from the distributor failing which the Transporter will be liable to pay the aforesaid amount for the loss to the cylinders and/or regulators and the price of LPG contained therein.
14. If at the time of delivery of the filled cylinders at the distributor's end, the distributor refuses and/or rejects to accept any filled cylinder on the ground of underweight or water filled cylinder or for any other reason whatsoever, the Transporter will, while returning those cylinders at the Corporation's LPG Filling Plant be liable to pay the cost of LPG found short in the cylinders so delivered at the Filling Plant at the commercial rate as applicable on the date of return of those cylinders.
15. The schedule of dispatches shall be decided at the Corporation's Refinery / Filling Plant and the Corporation does not give any guarantee for utilization of any trucks either for :
- a) Minimum number of days per month
  - b) Minimum mileage for each truck
  - c) Route in which the truck will be utilized

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

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

16. (a) The 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 truck.
- (c) No additional charges will be paid by the Corporation for this transshipment.
- (d) BPCL will unless inconvenient to them, in their own judgment, use the trucks offered at lower rate for longer routes/Slab.
17. (a) Prior to the execution of this Agreement, the Transporter will furnish a Security deposit of Rs.100,000/- per truck subject to a maximum Rs.500000/- in the form an irrevocable Bank Guarantee issued by any Nationalized / Scheduled bank and should be valid for 6 months beyond the period of this contract. In lieu of Non availability of Bank Guarantee, Security Deposit in the form of Demand Draft issued by Nationalized / Scheduled bank can be submitted.
- (b) The aforesaid security deposit will be adjusted against any claim of the Corporation under this contract or otherwise against the Transporter without any further reference to the Transporter
- (c) In case the Truck/s offered by the Transporter under this Contract are withdrawn during the pendency of this contract and relief trucks are not provided within 15 days of withdrawal, Security deposit @ Rs. 1,00,000/- per each truck withdrawn will be forfeited.
- (d) As and when forfeiture of the Security Deposit in full or in parts as mentioned above takes place for whatsoever reasons, an equal amount would be replaced by the Transporter in order to maintain the total amount covered under Security Deposit as Rs. 5,00,000/- or as the case

may be. Till the replacement is made as above, Corporation would not be utilizing the trucks of the Transporter.

18. The transporters shall not assign his/their right under this contract or any work entrusted to him/them to any person whatsoever or reconstitute the firm except with the prior written consent of the Corporation.
19. If at any time during the currency of this agreement the Transporters(s) fails to provide trucks and/or transport the product as provided herein and/or fails to perform the various other obligations specified in this agreement, the Corporation shall at its sole discretion and without prejudice to any other rights and remedies engage the services of other Agencies to perform the obligations of the 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.
20. Nothing herein contained shall prevent the Corporation from engaging any other Transporter (s) to carryout the transportation work similar to the work entrusted to the transporter(s).
21. The Corporation reserves the right to appoint two or more Transporters as it deems necessary towards achievement of efficient, timely completion of the job and the Transporter shall have no right to raise any objection to such action of the Corporation.
22. The Corporation shall not be liable to pay any amount towards detention of the trucks either at the Corporation's Filling Plant or at the Distributor's end.
23. If for any genuine reasons, such as diversion of the road, temporary closure of the road, the trucks cannot ply through the route based on which RTKM was fixed and mentioned in Proforma-I to this Agreement, the RTKM mentioned in the said Proforma-I will be modified and revised for such period and the transporter is bound to follow alternative route based on the distances as may be certified by Collector of a particular district or any official of the Ministry of Surface Transport or by such other authority as may be recognized by the Corporation at their sole discretion.
24. The Transporter(s) shall have a contact office, where the trucks will have to be positioned and get the photographs, names and addresses, designations and signatures of their authorized agents / representatives duly registered in advance with the Corporation.

- 25.a) The transporter shall, for the purpose of carrying out the activities mentioned in this Agreement, employ or engage their own personnel having valid heavy vehicle driving license and will comply with all other provisions of law as applicable in respect of such driver/crew member or employee
- b) None of such employees of the transporter shall claim any wage, compensation or any other sum from the Corporation in any circumstances whatsoever.
- c) The Transporter(s) shall observe and comply with the requirements of the Minimum Wages Act, the ESI Act, PF and all other Industrial / Labour legislation's for the time being in force or may later be brought into force governing the relationship between the employer and the employees and also undertake to hold the Corporation indemnified against all claims payments, losses that the Corporation may have to make or suffer on account thereof.
- d) The transporter(s) will accept liability of payment of compensation in accordance with the provisions of the Workmen's Compensation Act, 1923, read with the ESI Act 1948 or amendments thereafter for personal injury caused to any workmen by accident arising out of and in the course of his employment by the transporter(s) in the discharge of the transporter(s) obligations under the Agreement. The transporter(s) will indemnify the Corporation and keep indemnified from and against all payments by way of compensation or otherwise which the Corporation in connection with, any claim preferred by such workmen and/or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third party, person caused by the Transporter(s) their workmen, servants and agents.
- e) If for any reason whatsoever, the corporation is made to pay any amount to such employees of the transporter, the Transporter agrees to indemnify the Corporation from any such claim, including the expenses which the Corporation may incur in defending such claim.
26. 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 and from the LPG Filling Plant and the Distributor's end.

27. The Transporter(s) will indemnify the Corporation against the consequences arising out of his/her/their workmen's/servants/agent's default or negligence or violation or non-adherence to Municipal / State/Central Acts relating to the carriage of goods. Should the Corporation be held liable for any loss, damage or compensation to any party arising from or in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the 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 authorized under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.

28. 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.

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.

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

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

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

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

29. The Transporter shall comply with all statutory provisions relating to his trade/business /profession including his own employees or employees engaged by transporter and Corporations shall not be responsible for his omission/commission. Further, the transporter undertakes to abide by the provision of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 in as much as the "Road Motor Transport Establishments" in the list of Non-Factory Industries to which the EPF & MP Act has been made applicable, is a class of establishments notified at item no. (4) of Appendix-I of EPF and MP Act, 1952 and as such the transporter shall ensure appropriate coverage of the TT Crew under the said Act and keep the Corporation indemnified for any non-compliance by the transporter.
30. If before the tender/offer is accepted or during the validity of the tender/contract, it comes to the knowledge of the Corporation that the information/documents submitted by the Tenderer/Transporter at the time of Tender submission/contract/during the pendency of the contract, is wrong/false/fake/forged/any material facts have been concealed, the Corporation reserve the right to not only reject such offer received and/or terminate the Contract but would also be free to take any action which may include blacklisting.
31. This contract shall be for a period of 5 years with effect from **01/11/2015 to 31/10/2020**.
32. The Corporation reserves the right to terminate the contract at any time before the expiry of the period of contract by giving the Transporter 30 days advance notice in writing without assigning any reason whatsoever.
33. The Corporation in its absolute discretion and without prejudice to its other rights and remedies may terminate this contract forthwith, if:
- (a) the Transporter commits a breach of any of the terms and conditions of this agreement; or
  - (b) the transporter being a proprietor, dies; or
  - (c) the transporter being a partnership firm, one of the partners dies; or the Transporter being a firm, any member of the Transporter firm is adjudged insolvent or enters into any arrangement or compromise with the creditors or execution or other process is levied or
  - (d) the road permit issued by the Transport authorities to the Transporter is cancelled or revoked.

34. All terms & conditions stipulated in the Guidelines for Bidders, Tender Terms & Conditions, Declarations, Agreement, **Packed LPG Transport Discipline Guidelines** and other documents furnished with the Tender and related correspondence shall form part of the contract.
35. (a) Any dispute or difference of any nature whatsoever any claim, cross claim, counter-claim or set off of the Corporation against the Transporter or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this Agreement shall be referred to the sole Arbitration of the Director(Marketing) of the Corporation or of some officer of the Corporation who may be nominated by the Director (Marketing). The Transporter will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the Corporation or that he has dealt with the matters to which the contract relates or that in the course of his duties as an officer of the Corporation he had expressed views on and or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director(Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director(Marketing) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an officer of the Corporation if the director (Marketing) does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the director (Marketing) or a person nominated by such Director (marketing) of the Corporation as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause .
- (b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute, before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him



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

### **36. JURISIDITION**

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

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

Signed and delivered by the  
Within named Transporter(s)

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

In the presence of

In the presence of

### **ANNEXURE-III**

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

1. The trucks to be engaged for transportation of cylinders should strictly conform to the regulations stipulated in the Petroleum Act, 1976, any amendment or re-enactment thereof from time-to-time under rules and order(s) framed there under.
2. The trucks engaged for transportation of LPG cylinders should also conform to the following requirements :
  - a) There shall be no sharp projection inside the truck on the platform and sides of the lorry.
  - b) The exhaust from the engine should be with under the drivers cabin and exhaust pipe should be welded with an ISI approved spark arrestor.
  - c) The Cab of the truck shall be of all metal construction and its rear window, if provided, shall be fully covered with wired glass. The cab and the engine shall be separated from the load by a fire resisting shield whose dimension shall fully cover the cab end of the load.
  - d) The truck should be fitted with a double pole wiring system with the “Master Switch” in driver’s cabin.
  - e) The fuel tank of every truck if installed behind the cab of the truck/fire screen, shall be :
    - i) so designed, constructed & installed as to present no unusual hazard, shall be arranged so as to permit drainage without removal from their mountings and ;
    - ii) Protected against blows by stout steel guards.
  - f) The trucks should be fitted with the fixed body of adequate height so that the cylinders are not stacked beyond the side support of the body.
  - g) The trucks must carry two number 10 kg DCP type and one number 1 kg DCP type fire extinguisher.
  - h) The voltage of the electric circuit should not exceed 24 volts.
  - i) Electrical wiring shall :
    - (i) be heavily insulated and be adequate for maximum load to be carried.
    - (ii) be provided with suitable over current protection in the form of fuses or automatic circuit breakers and also with master switch to cut off the current supply in an emergency.

**ANNEXURE - IV**

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

BG No. :  
Date :  
Amount :  
Validity :

To,  
M/s Bharat Petroleum Corporation Limited.

Ref: BPCL LOI dt.    /    / 2015 for Packed LPG Cylinder Transportation  
Ex PMC BHAGALPUR LPG Filling Plant

Dear Sir,

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

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

liability under this guarantee shall be restricted to an amount not exceeding Rs.....

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

D. We.....(name of Bank).....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the corporation certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Transporter(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before .....we shall be discharged from all liability under this guarantee thereafter.

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

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

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

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

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

Dated.....day of.....20....  
.....

(Name & Signatures of the bank)

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

## **ANNEXURE-V**

### **GAS CYLINDER RULES 1981**

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

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

**LIST OF RELATIVES**

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

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

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

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

Dear Sirs,

We are,

- a) Proprietorship firm (name of firm) :  
Name (of proprietor in full)  
Residential address & Telephone No of Proprietor.  
Office address, Telephone Nos. Mobile No. & email ID
- b) Partnership firm (name of firm) :  
Name, address & Telephone No.  
Of each of the Partners  
Address and Telephone nos. & Email ID of firm
- c) Registered Company :  
Address of Registered office and Branch  
Names, Address (residential and Office) &  
Telephone nos. & email ID of each of the Directors

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

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

Signature:

Date :

Rubber stamp :



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

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. Year of Establishment :
  5. Registration No. of Company/Firm if any:
  6. Postal Address of Office of the firm/company :
  7. Email Id :
  8. Telephone No. (s), / Mobile No. :
  9. Address of Branches, if any :
- 10
- (a) Name of Directors, in case of company :  
along with residential address and phone nos.
  - (b) Name of partners, in case of Partnership :  
along with residential address and  
telephone no. of each partners
  - (c ) Name of Proprietor :

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

11. Permanent Income Tax No. :
12. Last Income Tax Clearance :  
attach Xerox copy)
13. Name of Banker & Branch,  
with full address
14. Style of A/c. and A/c No. :
15. Name(s) of the persons :  
Operating the A/cs.
16. Details of assets (fixed), if any :
17. Code No. allotted by Indian :  
Bank's Association, if any
18. Name (s) of authorized :  
Representative(s)

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

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

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

---

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(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/Transporter/Supplier"

**Preamble**

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

**Section 1 - Commitments of the Principal**

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

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

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

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

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

## **Section 2 - Commitments of the Bidder / Transporter/Supplier**

(1) The Bidder / Transporter/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 / Transporter/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 / Transporter/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 / Transporter/Supplier will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Transporter/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 / Transporter/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 / Transporter/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/Transporter/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 / Transporter/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 / Transporter/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 Transporter/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 / Transporter/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 / Transporter/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

### **Section 5 - Previous Transgression**

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

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

### **Section 6 - Equal treatment of all Bidders / Transporters /Suppliers/Subtransporters**

(1) The Bidder/Transporter/Supplier undertakes to demand from all subtransporters 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, Transporters/Suppliers and Subtransporters.

(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 / Transporters / Suppliers/Subtransporters**

If the Principal obtains knowledge of conduct of a Bidder, Transporter, Supplier or Subtransporter, or of an employee or a representative or an associate of a Bidder, Transporter, Supplier or Subtransporter 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/Transporter/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/Transporter/Supplier. The Bidder/Transporter/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 Subtransporters. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Transporter/Supplier/ Subtransporter 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/Transporter/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/Transporter/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 Transporter / Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

### **Section 10 - Other provisions**

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

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

(3) If the Bidder/Transporter/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  
(Signature/Name/Address)

Place .....

Date .....

.....  
For the Bidder/Transporter/Supplier  
(Signature/Name/Address)

Witness 1 : .....

Witness 2 : .....



**ANNEXURE-X**

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

**ANNEXURE - XI**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

(On Rs.100/= Stamp paper)

**ANNEXURE - XII**

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

To,  
Bharat Petroleum Corporation Limited

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

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

1. I am the owner of the truck, details whereof are mentioned hereunder in the name as mentioned hereunder and confirm that the said trucks have the capacity to transport 306 Nos. LPG filled and/or empty cylinders having weight not exceeding \_\_\_\_ KG per cylinder

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

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

Yours faithfully,

## **ANNEXURE - XIII**

### **SC/ST CERTIFICATE**

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

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

1. This is to certify Shri / Shrimati / Kumari.....  
son / daughter\* of.....of village/  
town\*.....in District/Division\*.....  
of the State/Union Territory\* of.....belong to the  
.....Caste/Tribes and his / her religion is.....which is  
recognized as a Scheduled Castes / Scheduled Tribes under:

The Constitution (Scheduled Castes) Order, 1950\*

The Constitution (Scheduled Tribes) Order, 1950\*

The Constitution (Scheduled Castes) (Union Territories) Order, 1951\*

The Constitution (Scheduled Tribes) (Union Territories) Order, 1951\*

(As amended by the Scheduled Castes and Scheduled Tribes Lists (Modification) Order, 1956, The Bombay Reorganisation Act, 1960. The Punjab Re-organisation Act, 1966, The Himachal Pradesh Act.1970, The North Eastern Area (Reorganisation) Act, 1971 and Scheduled Tribes Orders (Amendments) Acts, 1976.)

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

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

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

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

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

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

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

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

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

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

Territory\* .....who belongs to the .....Caste / Tribe\*  
in the State / Union Territory\* .....Issued by the.....(Name  
of prescribed authority) vide their No.....Dated.....

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

Place: .....State / Union Territory.

Date :.....

Signature :.....

Designation:.....

(with seal of office)  
State/Union Territory\*

\*Please delete the words which are not applicable.

2 / 3 Delete the paragraph, which is not applicable.

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

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

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

**ANNEXURE XIV**

**INDEMNITY BOND/UNDERTAKING**

**From**

M/s.....

**To**

M/s. BPCL, Mumbai

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

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

This -----day of                      2010 by M/s.-----

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

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

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

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

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

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND / UNDERTAKING by the transporters to indemnify and keep indemnify;

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

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

Yours faithfully,

Date:

Witness: (a) Full Address

(b) Full Address



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

**We declare as under:**

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

**ORGANISATIONAL DETAILS –****ANNEXURE - XVI (PAGE 1)**

Organization Details			
Sr. No	Description	Vendor Response	Remarks
1	Type of Company (Nature of Entity or Business Concern)	<input type="radio"/> 01 Individual <input type="radio"/> 02 HUF <input type="radio"/> 03 Sole Proprietorship Firm <input type="radio"/> 04 Association of Persons (AOP) <input type="radio"/> 05 Body of Individuals (BOI) <input type="radio"/> 06 Co-op. Society <input type="radio"/> 07 Trust <input type="radio"/> 08 Partnership Firm <input type="radio"/> 09 Private Ltd. Company <input type="radio"/> 10 Public Limited Company <input type="radio"/> 11 Central PSU <input type="radio"/> 12 State PSU <input type="radio"/> 13 Central Govt. Authority/Department <input type="radio"/> 14 State Govt. Authority/Department <input type="radio"/> 15 Judicial Authorities	<b>Pls. tick appropriate value</b>
2	Registration No. issued by the relevant body under which your business concern is registered		Pls. provide details & attach relevant Registration Certificate
3	E-mail ID		Pls. indicate e-mail Id to be used by us for sending electronic updates, information, etc.
4	Name of Contact Person		
5	Mobile No.		

6	Telephone No.	<b>STD Code:</b> <b>Landline No. :</b>	Pls. indicate STD code followed by Telephone No.
7	Communication Address	<b>Building:</b> <b>Street:</b> <b>Village/City:</b> <b>District/Taluka/Zillah:</b> <b>State:</b> <b>Pin code :</b>	Pls provide address details
8	Nearest Train Station		

**Note: All certificates submitted should be self attested.**

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

Vendor Name	Vendor Code in BPCL	Name & Signature of Authorized Signatory
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Date
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Company Seal
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ANNEXURE - XVI (PAGE 2)

Excise Registration Details			
Excise Control code No. (ECC No.)	Name as appearing on Excise Registration Certificate	Range / Division / Commissionerate	Remarks
			Provide data as per Excise registration certificate & attach documents for verification (Old Certificates which are not PAN based shall not be accepted)

**Note:**

1. Your Vendor Name & name on Excise Registration Certificate mentioned above should exactly match.
2. **All certificates submitted should be self attested.**
3. First 10 characters of ECC No should exactly match with PAN No.

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

Vendor Name	Vendor Code in BPCL	Name & Signature of Authorized Signatory
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Date
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Company Seal
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ANNEXURE - XVI (PAGE 3)

VAT/CST Details					
Sr. No.	State	VAT Registration Number (TIN No.)	CST Registration Number	Valid From (Date)	Remarks
1					Provide data as per VAT/CST registration certificate & attach documents for verification
2					Provide data as per VAT/CST registration certificate & attach documents for verification
3					Provide data as per VAT/CST registration certificate & attach documents for verification
4					Provide data as per VAT/CST registration certificate & attach documents for verification
5					Provide data as per VAT/CST registration certificate & attach documents for verification

**Note:**

1. Please attach **latest VAT/CST** certificates issued by State govt.
2. Request you to provide data as per VAT /CST registration certificates issued to you.
3. **All certificates submitted should be self attested.**
4. Pls. provide details as above for all states from where you are making **supplies to BPCL.**

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

Vendor Name	Vendor Code in BPCL	Name & Signature of Authorized Signatory
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Date
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Company Seal
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Service Tax Details					
Sr. No	Office Address	Service Tax Registration No.	Service Tax Registration Category Description	Valid From (Date)	Remarks
1					Provide data as per Service Tax registration certificate & attach documents for verification
2					Provide data as per Service Tax registration certificate & attach documents for verification
3					Provide data as per Service Tax registration certificate & attach documents for verification
4					Provide data as per Service Tax registration certificate & attach documents for verification
5					Provide data as per Service Tax registration certificate & attach documents for verification

**Note:**

1. Request you to provide data as per PAN based (latest) Service Tax registration certificate issued to you.
2. Pls. provide details as indicated above for **services regularly offered to BPCL from your respective offices.**
3. **All certificates submitted should be self attested.**
4. First 10 characters of Service Tax Registration No should exactly match with PAN No.
5. Old Certificates which are not PAN based shall not be accepted

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

Vendor Name	Vendor Code in BPCL	Name & Signature of Authorized Signatory
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Date
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Company Seal
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ANNEXURE - XVI (PAGE 5)

PAN Details		
PAN No.	Name as appear on PAN Card	Remarks
		Please attach the documents for verification

**Note:**

1. Vendors belonging to 'Sole Proprietary Concern' category may submit 'Individual/HUF' PAN Card of the Proprietor of the concern.
2. For other categories of Vendors, PAN card issued in the name of the entity/Person should be submitted.
3. **Copy of PAN card submitted should be self attested.**
4. **Corporate Vendors, if using PAN card of a Group Company, please also enclose a declaration stating names of all the units using same PAN.**

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

Vendor Name	Vendor Code in BPCL	Name & Signature of Authorized Signatory
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Date
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Company Seal
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Micro Small & Medium Enterprises (MSME) Registration Details			
Sr. No	Description	Vendor Feedback	Remarks
1	MSME Registration Number		Please attach the MSME Registration certificate for verification.
2	MSME Certificate date		As mentioned in Registration Certificate.
3	District of Registration for MSME		As mentioned in Registration Certificate.
4	Registration Category		As mentioned in Registration Certificate. 01- Micro 02- Small 03 – Medium
5	Registered activities for MSME		As mentioned in Registration Certificate. 01 Manufacturing 02 Services
6	<b>Proprietor/Partners/Promoters details <u>belonging to Schedule cast/Schedule tribe (SC/ST)</u></b>	<b>Name:</b>  <b>Name:</b>  <b>Name:</b>	Please provide details as per SC/ST certificate & attach the same wherever applicable. (Please note that in case no certificate is enclosed for SC/ST, it shall be deemed that the entity owners does not fall in the category.)

Note – All certificates submitted should be self attested

Please fill in the details only if your entry falls under Micro, Small or Medium

Enterprise as per certificate issued by Department of Government, otherwise

Mention “Not Applicable”

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

Vendor Name	Vendor Code in BPCL	Name & Signature of Authorized Signatory
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Date
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Company Seal
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## BANK DATA DETAILS

## National Electronic Fund Transfer (NEFT) Mandate Form

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

1)	Vendor Name	
2)	Vendor Code	
3)	Permanent Account Number (PAN)- MUST	
4)	Particulars of Bank Account	
a)	Name of the Bank	
b)	Name of the Branch	
c)	Branch Code	
d)	Address	
e)	City Name	
f)	Telephone No	
g)	NEFT IFSC Code (Mandatory)	
h)	9 digit MICR code appearing on the cheque book	
i)	Type of Account (10/11/13)	
j)	Account No.	
5)	Vendor's e-mail id	
6)	Date of effect	

(Please enclose cancelled original cheque to enable us to verify the details as mentioned above).

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

Signature of the Vendor

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Bank Certificate

We certify that \_\_\_\_\_ has Account No \_\_\_\_\_ with us and we confirm that the details given above are correct as per our records.

Date:

Place:

\_\_\_\_\_  
Authorized Official of Bank**(PLEASE ATTACH SELF CERTIFIED COPY OF CANCELLED CHEQUE)**

## **ANNEXURE - XVII**

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

1. Transporters (not representatives) shall visit the loading location at least once in a month.
2. Transporters or their authorized representatives shall attend all meetings called by Company/ Statutory Authorities. In case of exigencies like work stoppage etc. transporters themselves shall immediately come to the location and resolve all such issues.
3. Transporters shall themselves co-ordinate all activities like loading/ unloading, issues with statutory authorities like Labour department etc. filing returns to statutory authorities, ensuring credit of PF to individual account of labourers etc. transporter/his authorized representative shall visit the loading location at least once in a week or more as per requirement.
4. If there is any lapse on part of the transporter on any of the above, the company reserves the right to delay the payment of such transporters of the preceding month by one extra month. In case of repeated defaults, the company reserves the right to terminate the contract of such transporters & forfeit their security deposits.
5. Company reserves the right to increase the fleet strength if the demand is not met by the existing fleet on any single day and extended hours as per demand of the Corporation. Overtime charges and other statutory requirements etc on account of this shall be borne by the transporters.
6. Each truck shall have a second crew member while the truck running inside and outside the loading location.

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

BHARAT PETROLEUM CORPORATION LIMITED  
LPG PACKED TENDER NO. BPCL/LPG/ER/2015/03/PMC BHAGALPUR PACKED

**RATE SCHEDULE**

(Schedule for transportation of BPCL Packed LPG Cylinders from / to **PMC BHAGALPUR LPG FILLING PLANT** to distributors and vice versa and return of equal numbers of empty cylinders to the Plant)

**RATE FOR – 306 NOS. 14.2KG CYLINDERS CAPACITY TRUCK**

SLAB	UNIT	Minimum Rate	Maximum Rate	Rates to be quoted by the Tenderers ( within Minimum & maximum rates (both inclusive)	
				Rate in Fig	Rate in Words
0 to 80 RTKM	Rs./Cyl	7.68	8.48	TO BE FILLED ONLINE	
81 to 200 RTKM	Paise/Cyl/RTKM	10.07	11.13	TO BE FILLED ONLINE	
201 & Above RTKM	Paise/Cyl/RTKM	8.87	9.81	TO BE FILLED ONLINE	

**RATE FOR – 450 NOS. 14.2KG CYLINDERS CAPACITY TRUCK**

SLAB	UNIT	Minimum Rate	Maximum Rate	Rates to be quoted by the Tenderers ( within Minimum & maximum rates (both inclusive)	
				Rate in Fig	Rate in Words
0 to 80 RTKM	Rs./Cyl	7.10	7.84	TO BE FILLED ONLINE	
81 to 200 RTKM	Paise/Cyl/RTKM	8.65	9.57	TO BE FILLED ONLINE	
201 & Above RTKM	Paise/Cyl/RTKM	7.56	8.36	TO BE FILLED ONLINE	

Minimum & Maximum Rates given above are calculated considering **the diesel (HSD) prices applicable at BHAGALPUR as on 01/04/2015** Tenderers should quote their rates based on **HSD Rates applicable as on 01/04/2015 at BHAGALPUR**. Any variation thereafter will be considered appropriately for escalation / de-escalation as per tender conditions.

1. Rates shall cover all expenses including transportation, loading / unloading, Toll taxes, Mathadi charges, stacking/ destacking charges at distributors end or any other levies as applicable. The Octroi shall be reimbursed by Plant on submission of original Octroi receipts as a proof of

payment. However the transporter is required to pay the Octroi at the 1<sup>st</sup> instance while delivering the load to the distributor.

2. Rates quoted must be within minimum & maximum rates (both inclusive) given above. If rates quoted by the tenderer are beyond Minimum & Maximum Rates range of the Rates, those will not be considered for award of Job and tenderer is liable to be disqualified with forfeiture of EMD as per the discretion of BPCL.
3. For transportation of filled cylinders to the destinations, 65% (Sixty five percent) of the above rate will be paid and for transportation of empty cylinders from the destinations to LPG Plants (BPC/OMC/PMC), 35% (thirty five percent) of the above rate will be paid.
4. Rates shall include transportation, loading / unloading at both end and stacking/ destacking charges at distributors end.
5. The rates payable for 5 Kg, 19 Kg, 35 Kg and 47.5 Kg cylinders shall be 0.46 times, 1.50 times, 3.60 times and 3.60 times respectively of the rate of 14.2 kg cylinders. However total freight payable shall not exceed the freight equivalent to 306 Nos. 14.2KG Cylinders.
6. The rates are subject to the minimum charges per truck load for any slab being not less than the maximum amount payable for transportation in the previous slab.
7. In case of movement of empty cylinders between Plants and to pressure testing agencies and vice versa on TWO Way basis, 50% of the quoted rates will be paid for each side movement.
8. For one way loads, 65% of the above rates would be paid.
9. In Case of Inter State transportation of cylinders, Rate applicable for slab 81 & above RTKM would be applicable. Additional actual Toll Charges / Entry Tax / Permit Charges incurred for Interstate movements would be reimbursed subject to submission of bills in original.
10. Transport Rates finalized vide this tender are applicable for vehicles having Capacity of **306** Cylinders of 14.2 Kg. Vehicles having capacity less than **306** cylinders, if required to be inducted, will be at the sole discretion of BPCL. However rates for these vehicles having capacity less than **306** cylinders will be same as applicable for **306** cylinder capacity Trucks.

## VM FOR CYLINDER TRUCK










The Bharatgas Logo will on the side panel size : 15ft x 3ft



The Bharatgas Logo will on the side panel size : 15ft x 3ft



The Bharatgas Logo will on the side panel size : 15ft x 3ft



The Bharatgas Logo will on the side panel size : 15ft x 3ft

Emergency panel design (HAZCHEM) on page no.48

**DISTRIBUTORS' / PCVO VEHICLES :**

**Technical Specification :**  
The Bharatgas Logo will appear on the front panel above the drivers' seat and on the panels on either side.

**Note :**  
(01) Manually hand painted directly on the surface using colour code.  
(02) 26 Gauge GI sheet with back side 1"x1" square pipe framing And on site Computerized printing vinyl sticker using colour code."  
**Use Left side English and Right side Hindi Bharatgas Brand logo.**

Note : All design specification / dimensions are indicative to the above Cylinder truck. However, the same maybe adapted to suit individual sizes of the Cylinder truck  
The design of vehicles shown above is only representative and all statutory guidelines / equipment should conform to relevant Statutory Acts (Explosive Act, etc.)

Processing Computerised Colour Code				
	CYAN	MAGENTA	YELLOW	BLACK
BPCL GOLDEN YELLOW	0	10%	100%	0
BPCL BLUE	100%	40%	0	0
BPCL RED	0	100%	100%	0
BPCL GRAY	0	0	0	60%

Surface Asian Paints Colour Code	
BPCL Blue	(Product code 0019 / shade code A-330)
BPCL Yellow	(Product code 0019 / shade code Y-192)
BPCL Signal Red	(Product code 0019 / shade code 537)

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

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

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

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

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

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

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

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

- n. Not lodging FIR with the Police in case of accident, not informing / submitting accident report to the Oil Company about the accident
- o. Pilferage / short delivery of product
- p. Night Driving between 2300 hrs. to 0500 hrs .
- q. Any act of the carrier/ carrier's representative that may be harmful to the good name/ image of the Oil Company, its' products or its services.

### 2.3 Penalties upon detection of malpractice/ irregularities

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

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

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



	carrier's representative that may be harmful to the good name/ image of the Oil Company, its' products or its services	decided by the company			
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However, if the complicity of the carrier is detected in case of occurrence of any of above malpractice/ irregularity or incident of malpractice/ irregularity stipulating into blacklisting of second TRUCK of the carrier (during the tenure of the contract), the whole contract comprising of all the TRUCKs belonging to the concerned carrier shall be terminated and the concerned carrier & their all TRUCKs shall be black listed on industry basis.

## 2.4 Period of blacklisting

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

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