

## NOTICE INVITING E-TENDER

**BHARAT PETROLEUM CORPORATION LIMITED**  
REGIONAL MANAGER (LUBES) EAST  
1<sup>ST</sup> FLOOR, WING 1  
BHARAT BHAVAN, PLOT NO. 31, KIT SCHEME 118,  
GOLF GREEN, PRINCE GULAM MD SHAH ROAD,  
KOLKATA 700 095

TEL NO. 033-24293082, 24293168, 24293143 FAX NO. 033-24293173



Tender no	BPC/LUBES/ER/PACKED/2015-17
Subject	E- Tender for road transportation of Packed Lubricants / Greases / Specialities / Additives in ISO type container trucks Ex Budge Budge or any other Company location in and around 50 kms of Kolkata to various upcountry depots / customer locations.
Pre-bid meet for tender condition clarification and e-bidding process will be conducted at BPCL Eastern region office on	05.10.2015 at 02.00 pm
Due date & time of submission of tender	13.10.2015 at 01.00 pm
Date & time of opening of technical bid	13.10.2015 at 02.00 pm at BPCL Eastern region Office, Golf Green, Kolkata
Contract period	One year w.e.f. 01.11.2015 with an option for extension by one more year at sole discretion of BPCL at same rates, terms and conditions
Earnest Money Deposit	Rupees Two Lakh (Rs. 2,00,000/-)

M/s.

Dear Sir/Madam,

**Subject: Invitation of tender for road transportation of Packed Lubricants / Greases / Specialties / Additives in ISO type container trucks Ex-Budge Budge or any other Company location in and around 50 kms of Kolkata to various upcountry Depots / Customer Locations. (Tender No. **BPC/LUBES/ER/PACKED/2015 - 17** due on **13.10.2015 at 01.00 pm**)**

1. You are invited to submit your offer in a two-part bid for subject tender.
2. Please visit the website <https://bpclproc.in> for participating in the tender and submit your bid online. You can also visit the website <https://eprocure.gov.in> & <http://bharatpetroleum.com/tender/tender.asp>.
3. The Bid consist of the following documents to be submitted **on-line**
  - a. Credential / Technical Bid (Unpriced)
  - b. Price Bid as per the format
4. Additionally, it is mandatory that you shall be required to submit the documents in physical form as per Para 26 at our BPCL EASTERN REGION LUBES Office at golf Green, Kolkata.
5. The submission of online bid as well as submission of above physical documents shall be up-to **01.00 pm of 13.10.2015** only.
6. Bids submitted after the due date and time of closing (i.e. after **01.00 pm on 13.10.2015**) of tender or not in the prescribed format will be rejected. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site and/or other documents to be submitted in physical form due to postal delay etc . No claims on this account shall be entertained.
7. The schedule of Price Bid opening will be advised separately to tenderer who qualifies in the credential / technical bid.
8. Price Bid (to be submitted **online**) shall be opened only for those tenderers whose credential bid / technical bid is found acceptable as defined in tender document.
9. The tender document with detailed terms and conditions is also available on website <https://eprocure.gov.in> & <http://bharatpetroleum.com/tender/tender.asp> but the submission of tender is allowed only through the e-procurement system on <https://bpclproc.in>.
10. As a **pre-requisite for participation in the tender**, tenderers are required to obtain a valid **Digital Certificate of Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operation under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). **The cost of obtaining such Digital Signature Certificate shall be borne by the tenderer.** In case any tenderer so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd (ETL). Mr. Chandan Bera during office hours. Mobile No. 9851945660 for obtaining their Digital Certificate.
11. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
  - a. Tenderers are advised to log on to the website (<http://bpclproc.in>) and arrange to register themselves at the earliest.

- b. 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.
- c. Tenderers 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 tenderer intends to change /revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- d. 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.
- e. **Tenderers shall submit price bids only through e-bidding and no physical documents with respect to price bids should be submitted.** In case tenderer submits such physical documents for price bids, the same shall not be considered.
- f. In case of any clarification pertaining to e-procurement process or for obtaining Digital Signature Certificate, the vendor may contact M/s. E-Procurement Technologies Ltd (ETL), Ahmedabad on the contact nos.079-40007323 & Mobile 9851945660.

Thanking you,

Yours faithfully,  
**for Bharat Petroleum Corporation Ltd.**

**Sd/-**

**S. KANNAN**  
**REGIONAL MANAGER (LUBES) EAST**

**E-TENDER FOR ROAD TRANSPORTATION OF PACKED LUBRICANTS / GREASES / SPECIALITIES / ADDITIVES IN ISO TYPE CONTAINER TRUCKS EX BUDGE BUDGE OR ANY OTHER COMPANY LOCATION IN AND AROUND 50 kms OF KOLKATA TO VARIOUS UPCOUNTRY DEPOTS / CUSTOMER LOCATIONS**

**TENDER NO.BPC/LUBES /ER/PACKED/2015-17**

**1. COMPANY INTRODUCTION**

- 1.1 Bharat Petroleum Corporation Limited (BPCL) a fortune 500 Oil Company is engaged in the business of refining and marketing of petroleum products. Its lubricant business poses a unique challenge in terms of technology and logistics.
- 1.2 Lubricants cover full range of products of finished lubricating oils and greases under the brand “**MAK**” or any other brand as directed by company and Additives in packages of various sizes of barrels, pails, cartons, containers, pouches etc.
- 1.3 BPCL’s marketing is driven by customer satisfaction excellence and BPCL realizes the importance of supply chain in marketing of lubricants and has a supply chain vision of 95% demand fulfillment within 24 hours.
- 1.4 BPCL invites you to be part of this supply chain as ‘Transporter’ by participating in the E-tender for transportation of packed lube oils / Greases & Specialities/ Additives in ISO type containerized trucks from Kolkata supply locations like Budge Budge LOBP/ Shibpur Depot or any other company location in / around 50 kms of Kolkata to various destinations on all India basis.
- 1.5 The transport contract envisages :
  - a) Ensure transporting packed lubricants by ISO type containerized trucks and reaching the right quantity in right quality at the right place at the right time.
  - b) Make available the ISO type containerized trucks as demanded by respective location within specified time and take emergency call by placing trucks at short notice.
  - c) Be responsible for the products carried including documentation.
  - d) Give due importance and attention to customer deliveries.
  - e) Any other related objectives as directed by Corporation.

**2. E-TENDER NO. BPC/LUBES/ER/PACKED/2015-17**

BHARAT PETROLEUM CORPORATION LIMITED (BPCL) a public sector enterprise, invite Bids through E-tender under Two-Bid System to transport packed lubricants / greases / specialities / additives in ISO type container trucks ex Budge Budge or any other company location in and around 50 kms of Kolkata to various upcountry depots / customer locations located all over India for a period of 1 (One) year, with option for extension up to 1 (One) more year at the sole discretion of BPCL and will be effective from the 01.11.2015.

**3. TENDER DOCUMENTS:**

- 3.1 As a pre-requisite for participation in the tender, tenderers are required to obtain a valid Digital Certificate of **Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operation under the Root Certifying Authority of India (RCIA)

Controller of Certifying Authorities (CCA). **The cost of obtaining such Digital Certificate shall be borne by the tenderer.**

- 3.2 In case any tenderer so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd (ETL) on the contact nos. 079-40007323 & Mobile 9851945660., (Mr. Chandan Bera 9851945660) for obtaining their Digital Signature Certificate.
- 3.3 The tenderers having valid Digital Certificate and login id can download the tender from the website (<http://bpacleproc.in>). The downloaded documents once read carefully have to be uploaded by the tenderer under their login ID duly certified with Digital Certificate, in token of acceptance of all tender terms and conditions there-in.
- 3.4 Tenderer shall pay **Rs. 1,000/- (Rs One Thousand Only) + Service Tax as applicable (currently 14%)** as Tender Fee by D.D (Non-refundable) drawn on any scheduled Bank payable at Kolkata in favour of BHARAT PETROLEUM CORPORATION LTD. This should be submitted in a separate envelope along with the documents to be submitted in physical form as per the list mentioned **under Para 26.**
- 3.5 The tender documents can also be downloaded from website <https://eprocure.gov.in> & <http://bharatpetroleum.com/tender/tender.asp> but the submission of tender is allowed only through the e-procurement system on <https://bpacleproc.in>.

#### 4. SCHEDULE :

Your lowest rates shall be in Rs. per MT for 16 MT Vehicles for the particular destination listed in the schedule given below.

Sr. No.	NAME OF THE RECEIVING LOCATION	State	Ex-Budge Budge KMs (Approx.)	EXPECTED TRANSIT TIME FROM Budge ( IN DAYS)	Total Estimated Volumes Per Annum in MT
1	ANGUL (BANARPAL)	ORISSA	518	2	1150
2	BHUBANESWAR	ORISSA	457	2	1250
3	BARAUNI	BIHAR	578	2	2150
4	DHANBAD	JHARKHAND	295	1	2350
5	DHULIAJAN	ASSAM	1509	5	90
6	MEGATHABURU	JHARKHAND	527	2	50
7	GUWAHATI	ASSAM	1086	4	2100
8	MATIGARA	WEST BENGAL	652	3	820
9	SHIBPUR	WEST BENGAL	26	1	2675
10	NUMALIGARH	ASSAM	1246	4	150
11	MUZAFFARPUR	BIHAR	688	3	1770
12	ROURKELA	ORISSA	553	2	900
13	TATANAGAR	JHARKHAND	298	1	2350
14	KHADIA	UTTAR PRADESH	874	3	1200
15	BIRGANJ	NEPAL	817	3	1550
16	DELHI / LONI	UTTAR PRADESH	1499	5	450
17	MUGHALSARAI	UTTAR PRADESH	734	3	1850
18	BAITALPUR	UTTAR PRADESH	877	3	1700
19	CHENNAI	TAMILNADU	1691	6	230
20	VIZAC	ANDHRAPRADESH	898	3	85
	TOTAL				24870

The list of locations and approximate projected volumes are as above.

The above list is only indicative and does not indicate the absolute number of locations and volume of business. The Corporation will have the discretion to make changes in the list of locations, volume of business and use of 16 MT vehicles depending on the actual business requirements of the Corporation from time to time. The addresses and distances are available with Sr. Manager Logistics (Lubes) East office, Kolkata.

## 5. EARNEST MONEY DEPOSIT (EMD):

- 5.1 Tenderer shall pay **Rs. 2,00,000/- (Rs Two lakh Only)** as EMD per tender by D.D drawn on any scheduled Bank payable at Kolkata in favor of **BHARAT PETROLEUM CORPORATION LTD.** This should be submitted in a separate envelope along with the Documents to be submitted in physical form as per the list mentioned **under Para 26 below.**
- 5.2 Tenders without EMD of **Rs.2,00,000/- (Two Lakh)** shall be rejected.
- 5.3 Cheques or request for adjustment against any previously deposited EMD/ pending dues / bills / security deposits for other contracts etc. will not be accepted as EMD, and any tender with such stipulation will be treated as without EMD and shall be rejected.
- 5.4 Interest is not payable on EMD.
- 5.5 EMD is liable to be forfeited, if the tenderer modifies/ withdraws the offer and / or refuses to accept the LOI/ Work Order after acceptance of BPCL's offer within the prescribed validity of the tender, or if the tenderer does not furnish the required security deposit, or if the tenderer is unable to position any or all offered ISO containerized truck/s within 15 days after the issuance of Letter of Intent/award of contract.
- 5.6 Further the transporter will be placed on holiday for 2 years in case of failure to place the require ISO containerized trucks post issue of LOI.
- 5.7 EMD would be refunded only after finalization of the tender.

## 6. SUBMISSION OF TENDER:

- 6.1 The tenderer should download the tender document from e-procurement system on <https://bpclproc.in> and after carefully reading the same should be uploaded under his/her login ID, as token of acceptance of all terms & conditions therein.
- 6.2 The Bid consisting of the following documents to be submitted **online** @ <https://bpclproc.in> :
  - a. Credential / Technical Bid (Unpriced)
  - b. Price Bid for 16 MT ISO type Container Trucks.
- 6.3 Additionally, it is also mandatory for the tenderer to submit the documents in physical form as mentioned under Para 26 below, at the following address :

Regional Manager (Lubes) East  
1<sup>ST</sup> Floor, Wing 1  
Bharat Bhavan, Plot No. 31, KIT Scheme 118,  
Golf Green, Prince Gulam Md. Shah Road,  
Kolkata – 700 095
- 6.4 The closing date & time for submission of online bid as well as submission of documents in physical form is **01.00 pm of 13.10.2015.**

## **7. MINIMUM QUALIFICATION CRITERIA**

- 7.1 The tenderer should offer minimum 20 nos ISO type container trucks. Out of the total numbers minimum 10 nos should be registered in their own name (i.e. Firm or Partner or Proprietor or Company) and should be available for the transportation of BPCL packed lubricants Ex Kolkata locations to various destinations all over India. The age of the Trucks should not exceed 14 years as on the date of opening of the tender.
- 7.2 The minimum turnover (from all business) as per P&L account should be Rs 1 crore per annum during any of previous 3 financial years i.e. 2011-12, 2012-13, 2013-14.
- 7.3 The tenderer should have minimum 1 year experience in transportation of packed Lubricants / FMCG / Paint / related products (i.e. in Cartons / Pails etc) by road in ISO containerized trucks with reputed Multinational / Government / Semi-Government or PSU Companies or other reputed Oil Marketing Companies as on the date of opening of tender.

## **8. SIGNING OF AGREEMENT:**

Each successful tenderer will have to sign an Agreement as per the draft attached as Annexure-1, along with the tender document. The period of agreement with successful tenderer would be One (1) year w.e.f. 01.11.2015 with an option on the part of BPCL to extend the same by One (1) more year on same rates, terms and conditions. Further, Agreement would, however, be subject to the right of BPCL to terminate it prematurely as per terms of the Agreement. Draft of the Agreement is available with the Tender document.

## **9. LOCAL OFFICE:**

Outstation tenderer(s), should have a Contact Office at loading location within Ten (10) days from the date of award of Contract and the address of the same should be submitted before the contract/agreement is signed.

## **10. RESERVATION:**

The provision of reservation will be 15% (fifteen percent) & 7 ½ % (seven and a half percent) for Scheduled Castes (SC) and Scheduled Tribes (ST) respectively on all India basis. The SC/ ST tenderers desirous of offering the Truck will have to participate in the tender and should fulfill all tender conditions. The SC/ ST tenderers will not be eligible for any price preference or relaxation of standards. There is no difference in EMD or any other tender conditions for such tenderers. Details of eligibility of qualifying as SC/ST are given in tender document.

## **11. TENDER OPENING**

- 11.1 The tender document (technical documents submitted in e-bidding & documents submitted in physical form) will be opened at the following address on the date and time as specified in NIT:

Regional Manager (Lubes) East  
1<sup>ST</sup> Floor, Wing 1  
Bharat Bhavan, Plot No. 31, KIT Scheme 118,  
Golf Green, Prince Gulam Md. Shah Road,  
Kolkata 700 095



- 11.2 Tenderer or his authorised representative (duly authorised in writing by the Tenderer) may witness the opening of tender on the scheduled date and time.
- 11.3 Tenders received late for whatever reasons / without Tender Fee, EMD or documents in Physical form as mentioned under Para 26 below / submitted at the wrong address / in open or stapled condition / incomplete in any other respect will not be considered.
- 11.4 The tenderer can also witness the tender opening through e-procurement system on <https://bpcleproc.in>.

**IMPORTANT:**

- a. It is mandatory that, before closure of the tender at 01.00 pm on 13.10.2015, the tenderer should submit the documents in physical form as specified under Para 26 below.
- b. **Tenderer shall submit Price Bids only through e-bidding and no physical documents shall be submitted.**
- c. **Tenderer is required to quote for all the locations mentioned in the schedule. Otherwise price bid will be treated as cancelled.**
- d. **Tenderer is required to quote within the lower & upper benchmark provided in price bid. Otherwise price bid will be treated as cancelled.**

**12. OPENING OF PRICE BID:**

- 12.1 Price Bid (to be submitted **online**) shall be opened only for those tenderers whose credential bid / technical bid is found acceptable as defined in tender document.
- 12.2 The tenderers meeting minimum qualification criteria will only be considered for opening of price bids after evaluation of Technical bids of all participating and valid tenders. After scrutiny of the 'technical bids' by BPCL, the eligible tenderers will be notified regarding date, time and venue for the opening of price bids.
- 12.3 **The price bid will be opened only through the e-procurement system on <https://bpcleproc.in>.**
- 12.4 The **price bids** will remain valid for **180 days** from the date of opening of the Price Bid unless extended by mutual consent in writing. The Corporation reserves the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the tenderers, or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.

**13. Type of Vehicles**

The transport contract proposes to hire the following two types of vehicles.

<b>Sr No</b>	<b>Nomenclature</b>	<b>GVW</b>	<b>Description</b>
1	10W-Multi Axle	25000 kg to 25200 kg	Heavy vehicle (10 wheeler) of approximately carrying capacity of 15-16 MT(74 to 76 barrels)
2	12W-Multi Axle	31000 kg to 31200 kg	Heavy vehicle (12 wheeler) of approx. carrying capacity 18-20 MT (85 – 95 barrels)

\* GVW – Gross Vehicle Weight

- 13.1 All these vehicles should be fitted with ISO type containers on their chasis with secure locking system. **Refrigerated type trucks will not be permitted.**



- 13.2 The ISO type containerized trucks should have accessories and fitting like; the floor board must have 19 mm / 28 mm marine ply / plank. The containers must be made of steel and outer body to be corrugated, and the locking device should be weld-on door locking.
- 13.3 The ISO type containerized trucks internal arrangements may have to be modified so as to provide stopper of enough strength in order to hold the packed lubes intact. The container offered shall be compatible for strapping / securing the goods.
- 13.4 The trucks to be provided must be ISO type container with full proof locking/sealing arrangement. Only such trucks with approved locking/sealing arrangement will be accepted. After loading the truck at the loading location, the trucks would be sealed by officials/employees/authorized personnel of BPCL. The seals will be provided by the Corporation at its cost.
- 13.5 The ISO type container truck to be used will have to be approved by the Corporation before use. The decision of the Corporation will be binding on the Transporter.
- 13.6 The age of the vehicles offered and taken in the contract should comply with Govt. directives from time to time & shall not exceed 14 (fourteen) years as on date of opening of tender. In case the trucks offered by the tenderer attain the age of 15 (fifteen) years during the currency of the contract, the tenderer is bound to replace such trucks within 15 days of such occurrence. It should comply with RTO regulations of State in which the same is used. Any revision in the change of RTO regulation enforced by the state is to be strictly adhered by the transporter.
- 13.7 As per OISD 237 Anti Braking System (ABS) to be compulsorily provided in N3 category of vehicles (Category N3 vehicles are those vehicles which are designed and constructed for the carriage of goods and having a maximum mass exceeding 12 Tonnes) other than tractor trailer combination manufactured on or after 01.10.06 and N3 category vehicles with tractor trailer combination manufactured on or after 01.10.07.

#### **14. OTHER SCOPE OF CONTRACT:**

- 14.1 In the normal course the loading will be from single location and destination. However, the scope of tender includes multiple loading and multiple unloading without any additional cost to the Corporation. Based on the current trend of transportation ex-Kolkata one point loading and one point unloading is expected and in some cases more than one point loading/unloading to meet customer deliveries. It may be noted that no fixed loading pattern can be guaranteed and the same will depend on the requirement of Corporation from time to time.
- 14.2 The transporter from one contract / other SBUs may be asked to deploy their trucks to the other transport contract / lube locations based on the exigencies. The transporter should carry out such work as and when asked for, to meet the Corporation's transport need.

#### **15. MIS-REPRESENTATION OR SUPPRESSION OF FACTS:**

If it is found that the tenderer has applied although he/she was not eligible as per conditions laid down in minimum qualification criteria of this tender or has claimed benefit of reservation on the basis of wrong documents or has given false affidavit/information including quoting wrong PAN number or has suppressed any material fact about trucks etc. whether at the time of application or at the time of execution of agreement, the tender/ allotment will be rejected/cancelled summarily without issuing any show cause notice for the same. In case of such cancellation, entire amount deposited against EMD/security deposit amount shall be forfeited.

## 16. GENERAL TENDER TERMS & CONDITIONS :

- 16.1 Relatives (as per list enclosed) of officer/s responsible for award and execution of this contract in BPCL are not permitted to quote against this tender. The tenderer shall be obliged to report the name/s of person/s who are relatives of any officers of the BPCL & any of its subsidiary Companies i.e. NRL, BPCL, BPC-KR etc., IOC or HPC or IBP or any officer in the State or Central Government, and who are working with the tenderer in their employment or are subsequently employed by them. Any violation of this condition even if detected subsequent to the award of contract, would amount to breach of contract on tenderers part entitling BPCL to all rights and remedies available thereof including termination of contract.
- 16.2 Loading of lubes, greases and lube inputs in various pack sizes like barrels. Pails, cartons, bags and containers etc. will be based on RLW of the vehicles and the space of each ISO type containerized truck. The weight of the loaded vehicle not to exceed the GVW registered in the RC book.
- 16.3 All rates quoted should be both in **words and figures**. In case of any difference between the two, the rates quoted in words shall be considered as final and authentic. Also the rates should be quoted in the same units as mentioned in the tender schedule.
- 16.4 In case it is observed that all the tenderers or a group of tenderers have quoted in cartel, BPCL reserves the right to reject some or all the bids of the tenderers who have quoted in cartel, without assigning any other reasons for the same.
- 16.5 Rates quoted would be valid and binding on the tenderer for **180** days from the opening date of Price Bid unless extended by mutual consent in writing. During the validity period, tenderer will not be allowed either to withdraw or revise his offer on his own. Breach of this provision will entail forfeiture of the Earnest Money Deposit. Once the tender is accepted and work awarded, the rates will be valid for the entire contractual period subject to escalation/de-escalation as per **Schedule A**.
- 16.6 BPCL reserves the right, at their sole discretion, and without assigning any reason whatsoever, to:
  - a. Negotiate with any or all tenderer
  - b. Distribute the work among Transporter(s)
  - c. Reject any or all tenders either in full or in part
  - d. Assign the offered and accepted trucks to any of the contracts and engage additional Transporter/s trucks at any time without giving any notice whatsoever to the Transporter/s already appointed against this Tender.
- 16.7 The tenderer should study all the operations/ local conditions at the loading/ unloading point/s and route/s. Tenderers would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of the tender.
- 16.8 Tenders not meeting the tender terms & conditions or incomplete in any respect or with any additions/ deletions or modifications are liable to be summarily rejected without any further communication to the tenderers and decision of BPCL in this respect will be final and binding.
- 16.9 The age of the vehicle offered and taken in the contract should comply with Govt directives from time to time. It should comply with RTO regulations of the State/s in which the same is used. Any revision in the change of RTO regulation enforced by the State is to be strictly adhered by the transporter.
- 16.10 Tenderer should submit all the details and enclosures as has been asked for in the tender form. In case any of the information is not applicable to the tenderer, **"Not**

"applicable" may be written against such item. Not submitting any information/ enclosure sought for may be a ground for rejecting the tender.

- 16.11 Estimated quantity to be delivered shown in tender document is indicative and is subject to change.
- 16.12 Tenderers / his authorized representative may witness the opening of tender on the scheduled date & time.
- 16.13 ISO type containerized trucks quoted in the tender should have all valid documents such as registration certificates, fitness certificate, Insurance & Road Permit etc.

**16.14 Integrity Pact Programme:**

a. All the pages of the Integrity Pact as per the attached proforma (refer annexure) shall be submitted in physical form, duly signed by the same signatory who is authorized to sign the bid documents. Bidder's failure to submit the IP document duly signed 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 the bidder Liquidated damages amount by forfeiting the EMD/Bid security 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 the contractor, Liquidated Damages amount by forfeiting the Security Deposit ./ Performance Bank Guarantee as per provisions of the Integrity Pact.

d. Bidders may raise disputes / complaints, if any, with the nominated Independent External Monitor whose name/ address / contact numbers are as given below:

Shri S.S.N.Murthy  
GFQ, 1<sup>st</sup> Floor, B Block, Summit Apartments  
Mettupalayam Road  
Coimbatore 641043  
e-mail [ssnm1950@yahoo.com](mailto:ssnm1950@yahoo.com)

**17. EVALUATION OF THE TENDERERS:**

- 17.1 This Public Tender is floated in two bid system i.e. technical bid & price bid. Initially, the technical bids will be opened on scheduled date and will be evaluated on the following minimum qualification criteria's as mentioned in Para 7 besides meeting other tender guidelines.
- 17.2 Price bids of only technically qualified tenderers, based on technical evaluation, will be opened on a notified date which will be communicated only to technically qualified tenderer.
- 17.3 BPCL reserves the right to reject the tender application of a tenderer, based on BPCL's experience with them on their past performance.
- 17.4 Ranking of the tenderers i.e. L-1, L-2, L-3, etc will be done based on the rates quoted under each location separately.

- 17.5 BPCL reserves the right at its sole discretion to reject unworkable/ unviable rates quoted by tenderers. Such tenderers will be treated as disqualified and will be rejected. The decision of BPCL in this regard will be final and binding.
- 17.6 For locations having quantity requirement of more than 1000 MT per annum there shall be minimum 3 (three) transporters and for locations having volume less than or equal to 1000 MT per annum there shall be minimum 2 (two) transporters.
- 17.7 Where the work is to be distributed among three transporters, the percentage allocation among them would be L1:70%, L2: 20% & L3: 10%.Where the work is distributed among two transporters, the percentage allocation among them would be L1: 80% & L2: 20%.
- 17.8 Tenderers will be listed in ascending order as per their ranking for each location. Tenderer with minimum financial outgo to BPCL will be ranked L-1 for a particular location. Tenderer with the next lowest financial outgo will be ranked L-2 and so on. The list will include all the technically qualified tenderers in the ranking based on the rates quoted by the respective tenderers.
- 17.9 BPCL reserves the right to negotiate and /or make a counter offer to the L1 tenderers and the negotiated rates accepted by them during negotiations/ counter offers will be finalized as L1 rate of the concerned location. The finalized L1 rate will also be offered to other tenderers in ascending order of L2, L3, .....Ln and the L2 & L3 job will be awarded to a tenderer whosoever matches the finalized L1 rate.
- 17.10 At a particular ranking, trucks offered by technically qualified SC/ ST tenderers shall have preference as per Govt. of India directives.

#### **18. EARNEST MONEY DEPOSIT (EMD):**

- 18.1 Tenders without EMD of **Rs.2,00,000/- (Two Lakh)** shall be rejected. EMD should be paid by Demand Draft drawn on any Scheduled Bank in favour of "Bharat Petroleum Corporation Limited" and payable at Kolkata.
- 18.2 Cheques or request for adjustment against any previously deposited EMD/ pending dues / bills / security deposits for other contracts etc. will not be accepted as EMD, and any tender with such stipulation will be treated as without EMD and shall be rejected.
- 18.3 Interest is not payable on EMD.
- 18.4 EMD is liable to be forfeited, if the tenderer modifies/ withdraws the offer and / or refuses to accept the LOI/ Work Order after acceptance of BPCL's offer within the prescribed validity of the tender, or if the tenderer does not furnish the required security deposit, or if the tenderer is unable to position any or all offered truck/s within **15 days after the issuance of Letter of Intent/award of contract.**
- 18.5 EMD would be refunded only after finalization of the tender.

#### **19. NEGOTIATIONS:**

- 19.1 Only the proprietor of the firm or the legally authorized representative of the firm will be allowed to attend such negotiations, at their own cost, as commitments made and/ or clarifications given during the negotiations will be binding on the tenderer/s. He/ She should carry the necessary authorization to attend such negotiations and to hand over an authenticated copy of the same to BPCL's representative/s participating in negotiations.
- 19.2 Originals of the documents submitted as copies and the documentation to substantiate statements made in the tender document are to be produced for verification by the BPCL during negotiations or at any other time at the discretion of BPCL.

## 20. SECURITY DEPOSIT (SD):

- 20.1 Successful tenderers will be required to furnish Bank guarantee within 15 (fifteen) days of issuance of LOI/ Work Order at the following rates:
- 20.2 The Bank guarantee will be Rs. 20,00,000/- (Rs. Twenty Lakh only) for the full contract. The minimum number of trucks required for each location awarded will be worked out as : Estimated annual volume of the location / 12 months / 16 MT / Expected number of Trips per Month by each truck.
- 20.3 The Bank guarantee should be submitted strictly in specified Proforma, valid for a period of 30 (Thirty) months from the date of issue of Bank Guarantee.
- 20.4 Any loss/ claim and/ or damage arising out of the performance of the contract would be adjustable against the Bank guarantee. Any loss/ claims/ damages higher than Bank Guarantee will be recovered from payments due to the Transporter under this contract or deposits made by or payments due to the Transporter under any other contract with BPCL.
- 20.5 Bank guarantee would be returned after six months of expiry of the contract on written request from the Transporter, subject to fulfilling all terms and conditions of the contract.
- 20.6 Successful tenderer will be entrusted with transportation work only after signing of Agreement and payment of Security Deposit amount.

## 21. EXECUTION OF AGREEMENT:

- 21.1 Successful tenderer/s will be required, before undertaking the contract, to execute the Agreement, within 15 (fifteen) days of the date of issue of the LOI and should physically place the trucks at the location as per call ups given by BPCL.
- 21.2 Tenderers are advised to carefully scrutinize the specimen set of Agreements and Forms attached with tender documents/downloaded from our website before submitting their tender.
- 21.3 When the person signing the tender is not the authorized signatory, necessary original Power of Attorney authorizing the signatory to act on behalf of the proprietor/ firm should be produced before signing the agreement, and notarized copy of the power of Attorney of the person authorising should be submitted for the record of BPCL.
- 21.4 Failure to execute the agreement and/ or furnish required Bank guarantee within 15 (fifteen) days of issue of LOI may render the tenderer liable for forfeiture of Earnest Money Deposit and termination of contract without prejudice to the rights of BPCL to recover the damages under Law.
- 21.5 All terms & conditions stipulated in the Notice Inviting Tender, Guidelines for Tenderers, Tender Terms & Conditions, Declarations, Agreement and other documents furnished with the Tender and related correspondence shall form part of the contract.

## 22. RESERVATION:

- 22.1 The provision of reservation will be 15% (fifteen percent) & 7 ½ % (seven and a half percent) for Scheduled Caste (SC) and Scheduled Tribes (ST) respectively on all India basis.
- 22.2 The members of SC/ ST desirous of offering the ISO type containerized trucks will have to participate in the tenders floated by BPCL.

- 22.3 The SC/ST members should fulfill all tender conditions, and will not be eligible for any price preference or relaxation of standards.
- 22.4 The SC/ ST tenderer/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.
- 22.5 A copy of Caste certificate for each individual member of a Partnership/ Public/ Private/ Cooperative Firm should be submitted along with tender as proof and for BPCL record purpose.
- 22.6 In the event of any of the members failing to submit the caste certificate as proof of belonging to SC/ ST category, the tender will be treated as a general category tender.
- 22.7 The registered owner/s of the ISO type containerized trucks offered by the SC or ST tenderer/s must also belong to the same category, either SC or ST, as the case may be. In other words, if the tenderer is issued LOI/ Work Order under SC category, all the registered owners of the ISO type containerized trucks offered against the particular LOI/ Work Order must also belong to SC.

### **23. MISCELLANEOUS:**

- 23.1 The transporter shall ensure that all the ISO type containerized trucks provided for the purpose of lubes transportation should have valid National Permit/ Road Permits as applicable for all the destinations the respective transporter is contracted for BPCL representative will decide the scheduling of the trucks as per the market requirements, as applicable on the date of placement of trucks.
- 23.2 Where the loading/ unloading locations are situated and within the same State and sections where axle load restrictions are imposed, they shall supply trucks meeting axle load restrictions.
- 23.3 The trucks offered should comply at all times with valid permits, rules and regulations of Statutory/ Government authorities.
- 23.4 BPCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Also BPCL reserves the absolute right to reject any or all the bids/tenders solely based upon the past unsatisfactory performance by the bidder/bidders in BPCL, the opinion/decision of BPCL regarding the same being final and conclusive.
- 23.5 No unsolicited correspondence/ queries will be entertained while the award of the transport contract is under review/ consideration. BPCL regret their inability to answer individual queries.
- 23.6 If any of the information submitted by the tenderer is found to be incorrect at any time including the contract period, BPCL reserves the right to reject the tender/ terminate the transportation contract and reserves all rights and remedies available.
- 23.7 Neither the tenderer or trucks offered, should be blacklisted by any of the public sector oil companies.
- 23.8 In addition to minimum requirement of trucks, tenderers may also offer additional ISO type containerized trucks not owned by them with affidavit duly notarized subject to BPCL's acceptance. However, preference shall be given to owned containerized trucks. BPCL reserves the right to cancel the contract in the event Transporter withdraws his own ISO type trucks while retaining attached containerized trucks.



- 23.9 Capacity of ISO type containerized trucks should be 16 MT pay load as per RC book for lube oil transportation except places where restrictions are imposed by Statutory Authorities.
- 23.10 The contract is subject to compliance of MV Act, 1988, their provisions and also the State Motor Vehicle Rules, and subsequent notifications/amendments etc., by the tenderer.
- 23.11 On frequent shortage complaints, Company is free to take action including suspension of ISO type Truck for any period or termination of the contract as may be deemed fit.
- 23.12 The Transporters to furnish Transporters Legal Liability Insurance Policy against each truck. The policy should cover Riot and Strike clause and should be endorsed to BPCL.
- 23.13 Dunnage and stacking for safe carriage of containers will have to be provided by the transporters at their own cost to avoid any damage to the containers and leakage in transit.
- 23.14 It is essential to transport goods in shortest motorable routes. Reasonable number of transit days, as permissible and finalized as per normal trip time, be specified which shall have to be adhered to by the Transporters. The transit time would be applicable to monitor the truck movements as well. If delivery is delayed beyond the permissible transit time, the Transporter would be liable to explain the reason for delay and the Company reserves the right to impose suitable penalty in the event unjustified/unexplained delays. Occasions may arise when loading of particular ISO type containerised trucks may have to carry from both the locations close by. No extra charges would be payable for such two point loading.
- 23.15 Online submission of tender document is a confirmation that the tenderers have fully read and understood the terms and conditions of this tender and have accepted the same in toto.
- 23.16 The terms “BPC”, “BPCL”, “The Corporation”, “The Company” and “Bharat Petroleum Corporation Limited” in the appropriate context means Bharat Petroleum Corporation Limited, a Company registered under Companies Act, 1956 and having its registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001 and its successors and assigns.
- 23.17 Uniform deduction of 40% from total monthly transportation charges will be made and credited to respective transporter’s Smart Fleet Card account.

#### **24. DUPLICATION OF CLAUSE:**

Whenever there is duplication of clause either in the terms and conditions or in the Agreement, the clause, which is beneficial to BPCL, will be considered applicable at the time of any dispute.

#### **25. GUIDELINES FOR TENDERERS**

- 25.1 This tender is for road transportation of packed lubricants from Kolkata locations like Budge Budge LOBP, Shibpur Depot or any other location of BPCL in and around 50 kms of Kolkata to upcountry locations all over India and local delivery in Kolkata.
- 25.2 Tenderers shall log on to the e-procurement website <http://bpcleproc.in> and register themselves.



- 25.3 The tenderer should download the tender document from e-procurement system on <https://bpclproc.in> and after carefully reading the same should be uploaded under his/her login ID, as token of acceptance of all terms & conditions therein.
- 25.4 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.
- 25.5 For any further clarification, please contact Sr. Manager Logistics (Lubes) East at BPCL Eastern Region Office Kolkata.
- For tender condition clarification and e-bidding process a pre-bid meet will be conducted at BPCL Eastern Region Office at 02.00 pm on 05.10.2015.**
- 25.6 Copies of Registration Certificate, route permits, certificate of Fitness, Insurance Certificate etc., enclosed along with Tender Form, shall be duly attested.
- 25.7 The tender document shall be obtained/applied by the party in its own name as the tender document is not transferable.
- 25.8 The tender should be strictly in line with the terms and conditions. Any tender not conforming to the terms and conditions prescribed in the tender documents shall be summarily rejected.
- a. Counter terms and conditions will not be accepted.
  - b. Overwriting will not be accepted.
- 25.9 Tender terms and conditions mentioned in the tender should be carefully studied. The online submission of tender by the tenderer under their login id is considered as a token of acceptance of the terms and conditions therein. Tenderer should retain a copy of tender document submitted online for his/her reference / record purpose.

## 26. TECHNICAL BID:

Submission of Technical Bid: Details of documents to be submitted on-line and in physical form.

Sr. No.	Particulars	Sub- mission Online Only	Sub- mission of Physical Document Only
1	Tender Document along with Annexure 1 to 6 under tenderer login id through e-procurement system on <a href="https://bpcl.eproc.in">https://bpcl.eproc.in</a>	✓	
2	Price Bid uploaded under tenderer login id through e-procurement system on <a href="https://bpcl.eproc.in">https://bpcl.eproc.in</a>	✓	
3	Particulars of Tenderer Detail Filled	✓	
4	Particulars of Vehicles offered in Excel Sheet Uploaded	✓	
5	Tenderer's Covering Letter as per Annexure - 7		✓
6	General Irrevocable Power of Attorney as per Annexure - 8		✓
7	Affidavit for Attached Trucks on Rs. 20/- Stamp Paper as per Annexure – 9		✓
8	Details of relationship with BPCL Directors as per Annexure – 10		✓
9	Caste Certificate (wherever applicable) issued by Competent Authority as per format in Annexure - 11		✓
10	Credential of Transport Experience as per format in Annexure - 12		✓
11	Experience letter from contracting company on their letterhead for transportation of Petroleum Products along with copy of LOI / Contract with them.		✓
12	Undertaking as per format in Annexure - 13		✓
13	Proforma of Integrity Pact duly signed (all pages) by the same signatory who is authorized to sign the tender documents. Annexure – 14		✓
14	Declaration by Tenderer as per Annexure – 15		✓
15	Attested acknowledged copy of the latest Income Tax Return filed and the copy of PAN Card		✓
16	Attested copy of previous 3 years audited annual report i.e. 2011-12, 2012-13, 2013-14.		✓
17	Attested copies of Trading license or Company Registration Certificate.		✓
18	Attested copies of Partnership Deed or Certificate of Incorporation		✓
19	Attested copies of R C Book, Fitness Certificate, Route Permit and Insurance Certificate of all ISO Type Containerised trucks offered		✓
20	Tender Fee DD of Rs. 1000/- + Service Tax as applicable as per tender Para 3.4		✓
21	EMD DD of Rs. 2,00,000/- as per tender Para 5		✓

## 27. PRICE BID:

- 27.1 Tenderer shall submit price bids only **online** e-bidding through e-procurement system on <https://bpclproc.in> under their login ID only.
- 27.2 No physical document with respect to Price Bids should be submitted. In case tenderer submits such physical documents for Price Bids, the same shall not be considered.

- 27.3 Tenderers should quote ISO containerized truck rates for all the locations listed in this tender. In case any tenderer has not quoted for all the locations, his offer will not be considered.
- 27.4 No responsibility will be taken by BPCL for any delay due to connectivity and availability of website.
- 27.5 The rates quoted for ISO type Containerized trucks should be in Rs. / MT for one way trip for each location listed in this tender.
28. No guarantee can be given by BPCL to any definite volume of work, which will be entrusted to Transporter. However the quantities given in schedule are purely indicative without any obligation to the company and cannot be made the subject matter of any claim at any time even if the quantities actually offered for handling during the period of contract are substantially less or more than estimated quantities indicated.

**29. SPECIAL TENDER CONDITIONS:**

**Procedure for transportation of packed lubes in ISO type containerised trucks:**

The Transporters are required to position their ISO type Container trucks with payload capacity as required by Corporation in order to facilitate sealed delivery system of packed lubricants. In case of sealed delivery system, the procedure adopted will be as follows:

- 29.1 The ISO type containers will be inspected for proper locking arrangements before undertaking loading / unloading of packages at both ends i.e. the Installation and at the receiving destination. The locking arrangements to be adopted will be at the sole discretion of Corporation.
- 29.2 If the locking arrangements are in order, the ISO type container will be used for delivery in "sealed condition". However, if the locking arrangement is not intact, the vehicle will be treated as Full Body truck and the payment will be made as per the rates applicable for Full Body trucks.
- 29.3 The ISO type Containers internal arrangements may be modified so as to provide stopper of enough strength in order to hold the packed lubes intact. The truck offered shall be compatible of strapping / securing the goods. To minimize the in transit loss of product, BPCL may do the strapping wherever necessary at Company cost. Transporters are required to provide necessary assistance for the same at the time of loading / unloading of the product.
- 29.4 The ISO type container should have the provision for Barrier Bolt Seals (Container Locks) to seal the Container.
- 29.5 In case of all deliveries, the Transporter will be held responsible for shortage, contamination, if any, at the receiving end.
- 29.6 While the transporter will ensure that the ISO type container trucks / locking arrangements are as per BPCL's requirement, the corporation reserves the right to accept or reject any ISO type container truck and the transporters are required to arrange for necessary modifications of the truck(s).
- 29.7 In case of unsealed delivery, the Transporters will be held responsible for all losses, shortage, and contamination.
- 29.8 In case of accidents/fire, of the truck, the responsibility for entire losses thus incurred will be entirely that of concerned transporter.
- 29.9 In case of any accident to the truck, the Transporter should depute his representatives within 24 hours at the site of accident to assess the situation along with the

representative of the BPCL's nearest supply location. This will help in establishing and recording data about extent of damage as well as record reasons for the accident etc. Establishing circumstances causing accident can also be determined on the spot with the help of representatives of the Transporter and the Corporation to avoid any ambiguity in future and recording facts.

- 29.10 BPCL Location will decide, define and improve the procedure for locking and sealing in respect of each ISO type container truck. And only after approval of the location officer, the truck will be certified as ISO type Container truck with full-proof locking/sealing arrangements.

### **30. SPECIFICATION FOR ISO TYPE CONTAINERS:**

#### **30.1 GENERAL:**

The ISO type Containers should be Dry Cargo Containers for Inland Transportation, designed as per ISO standards. They shall be transported on top of conventional Truck platforms. The containers shall be latched on to the truck platform at the bottom side rail. The carrying capacity of the ISO type container shall be 16 MT.

#### **30.2 HANDLING:**

These ISO type containers shall be:

- a) Fitted with ISO type containers on their chassis with secure locking system. Refrigerated type trucks will not be permitted.
- b) The ISO type containers should have accessories and fitting like; the floor board must have 19 mm / 28 mm marine ply / plank. The containers must be made of steel and outer body to be corrugated, and the locking device should be weld-on door locking.

#### **30.3 DOOR:**

- a) Two leaf full open doors shall be provided on the rear end of the Container. The door shall be fabricated from 50 x 50 x 2.8mm RHS/ 2.0 mm formed steel sections for the door horizontal and verticals. The door cladding shall be 1.4 mm CR sheets corrugated for better strength. All the doors shall open and close freely up to 180 degree and shall remain open with stoppers.
- b) Each door shall be fitted with one locking device of an indigenous make. This locking device shall be similar to the imported ones but fabricated indigenously from pipes, rods and sheets. The door shall be hinged on to the door post through four numbers fabricated hinges with Nylon Bushes on each post. The hinge pins shall be of SS material.

#### **30.4 SIDE WALL / END WALL:**

The Side / End walls shall be made out of corrugated CR sheets of 1.4 mm thickness. Corrugation profile shall be that of Tokyo Car suitable to withstand the loading conditions stipulated. Each side wall shall be provided with ventilators.

#### **30.5 ROOF:**

Roof shall be made out of 1.4 mm CR sheets adequately stiffened with the help of Roof bows.

#### **30.6 MATERIALS:**

The materials used for this container are to be fit for operation at an ambient of temp of + 50 degree C.

All structural members must be from the range of materials available in the Indian Steel Market. Structural members comprising the bottom side rails, front and rear top and bottom cross members, floor support members, etc. shall be formed out of hot rolled steel sheets conforming to IS 1079. Steel sheet cladding on the sides, end and door shall be press formed out of 1.4 mm cold rolled sheets conforming to IS 513. The entire container structure shall be of welded construction using CO2 shielded arc welding process.

**30.7 PAINTING:**

The container and the truck shall be in good painted condition.

**30.8 MARKING :**

Necessary logos/stenciling as required shall be provided.

P.S. : Manufacturers of ISO type Containers must have the certification from approved International Agencies like Lloyds, Bureau, and Voltas etc.

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**DRAFT AGREEMENT FOR PACKED LUBS TRANSPORTATION CONTRACT****TENDER NO. BPC/LUBES/ER/PACKED/2015-17**

THIS AGREEMENT made \_\_\_\_\_ day of \_\_\_\_\_ 2015 between **Bharat Petroleum Corporation Limited** a Company registered under Indian Companies Act, 1913 having registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai 400 001 hereinafter called '**THE COMPANY**' (which expression unless repugnant to the context shall include its successors and assigns) of the ONE PART and M/S \_\_\_\_\_ a Proprietorship / Partnership Firm / Private Limited / Limited Company having registered office / place of business at \_\_\_\_\_ hereinafter called "**THE TRANSPORTER**" or Transporter (which expression shall be deemed to include legal heirs and executors of the present constituents in case of firm or official liquidator in case of Company) of the OTHER PART.

WHEREAS the Company is engaged in refining Crude oil and storing, distributing and selling of the petroleum products and for this purpose require ISO type containerised trucks for Road transportation of packed lubricant products from Kolkata storage points to customers / other storage points.

WHEREAS the Transporter is engaged in the business of operating ISO type containerized trucks and is interested in above transportation job of the Company.

Now therefore, it is agreed between the parties as follows: -

1) **PERIOD OF CONTRACT :**

The Contract shall be valid for a period of One year i.e. from ----- to ----- subject to an extension of further period of One year at the Corporation's option on the same terms and conditions. However, the Corporation reserves the right to terminate the contract at any time before expiry of the period of contract by giving the transporter 15 (fifteen) days' advance notice in writing without assigning any reason whatsoever.

2) **TRANSPORTER(S) RESPONSIBILITY:**

a) Provide the Corporation with specified number of ISO type Containerised trucks as per daily call ups. For the call ups given by despatching location(s) up to 18-00 hrs on daily basis the transporter should place the required number of ISO type Containers Trucks on the next day, at the beginning of working hours of despatching location(s) on demand/intimation on telephone / e-mail to transport and deliver from Corporation's specified storage point during the Corporation's working hours, which is generally 9.00 a.m. to 06.00 p.m. at loading point and 8.00 am to 5.00 p.m. at unloading points, on behalf of the Corporation, the Lube packages as directed by the Corporation/Corporation's representative from time to time. In case of exigencies / other specific requirements the corporation may in writing request the transporter to place full body / open trucks. Tenderers should provide Full Body trucks (i.e. Box Trucks having side walls up to full height of driver's cabin) for all the locations allotted to them. The rate per MT for full body / open truck movement for a given location shall be paid @ 85% of the finalised ISO containerised rate / MT for such location.

b) The Corporation reserves the right to reject any truck without compensation if they arrive more than an hour after the indicated time, and treat the same as not supplied.

- c) Ensure the safe and correct delivery of products to the consignee specified.
- d) Ensure that product including packages is delivered at the correct nominated destination in the same condition as to quality and quantity as and when the Transporters took delivery from Budge Budge / Shibpur or any Company's location in and around 50 kms of Kolkata and that there is no substitution of product by another when it is in the Transporter's custody. Any infringement of the above will be deemed as unlawful and Corporation will hold the Transporters legally responsible for the same. Additionally, the Corporation also reserves the right in such an event, to forthwith terminate the contract and/or to impose such penalties on the Transporters as the Corporation may deem fit.
- e) Transporter and the Crew of the trucks shall be fully responsible for correct delivery to the destination and return of all relevant documents of the Corporation to the despatching location as instructed/required by the Corporation's staff.
- f) Depending upon the Corporation's requirements, the Transporter(s) shall make two point deliveries in a single trip by any of his trucks contracted to the Corporation.
- g) The Transporter(s) shall obtain, at his/their cost, all necessary route permits for plying the vehicles within the State or Inter-State routes for the transportation of the product. The Transporter(s) shall pay the applicable octroi charges at destinations and the Corporation shall reimburse these amounts at actuals to the Transporter(s) on production of the payment receipts thereof which shall be submitted along with the bills for transport unless otherwise specified. Toll/Entry charges will not be reimbursed by the Corporation to the Transporter(s).
- h) The Corporation does not undertake any responsibility or make any commitment to provide the Transporter(s) or his employees with facilities such as office accommodation, canteen, tea, toilet, telephone etc.
- i) The Transporter/s shall bear and pay the entire operation cost of the Transport Vehicles (ISO type containerised trucks) which will include and deemed always to include the following :
  - i) Provision for driver, cleaner as also necessary relief including their salary and other emoluments;
  - ii) Cost of fuel and lubricating oil necessary;
  - iii) Road Tax, Route permit fee, Toll Tax, Vehicle Tax and other taxes in relation to the said ISO type containerised trucks;
  - iv) Maintenance and repairs of the ISO type containerised trucks;
  - v) Insurance
  - vi) All other charges not specified herein relating to the Operations and/or maintenance of the said ISO type Containerised trucks and/or any other items incidental thereto and/or connected therewith;
  - vii) All idling charges, loss by delay in transport, road stoppages, delay in time consuming loading or unloading of products or otherwise, whatsoever, on account of Operations.
- j) Unauthorised parking of Transporter(s) trucks within Corporation premises shall not be permitted.
- k) The Corporation does not take any responsibility to keep the Transporter(s)' trucks, loaded with product in its premises if the trucks arrive at nominated destination beyond the regular working hours and on holidays. It shall be the responsibility of the Transporter(s) to keep filled or empty trucks under his/their safe custody, beyond the Corporation's working hours.
- l) Loading of Packed Lubes will be done by the Transporter(s) strictly in accordance with the instructions given to the Transporters by the Corporation's representative. The



Transporter shall satisfy themselves as to the conditions of the packages to be transported before loading into trucks. Once loaded, they will be deemed to have been collected in sound and non leaky condition.

- m) That the Transporter/s is/are totally responsible for delivering the correct number of barrels / packages as per the invoice, at the destination specified. The Transporter/s driver/s should satisfy himself / themselves regarding the quantity at the time of loading. In the event of any loss of product on account of leakage/damage to the consignment enroute due to accident recorded at the destination, such shortages/losses would be debited either to the Transporter/s bills, if any, with the Corporation or will be made good directly by the Transporter or will be adjusted against any deposit or other amount payable to the Transporter/s. The Corporation may also withhold all pending bills till such time full recovery for the losses is affected.
- n) The Transporter/s will ensure that the materials are properly stacked and secured in the truck with appropriate sufficient dunnage to avoid damage to containers and any leakage of product in transit. Appropriate, dunnage, straw, hessian, gunny bag or both be provided by the Transporter/s. It is also the responsibility of the Transporter to secure the barrels and packages inside the container as per the standard industry / international practice.
- o) The Transporter(s) will be responsible for the loading of trucks and will provide minimum 3 loaders per truck or additional as required for efficiently carrying on the aforesaid job. If a truck reports with less than 3 loaders the Corporation reserves the right to treat the same as not supplied.
- p) Unloading of consignment at upcountry BPCL destination location is the responsibility of the corporation.
- q) Unloading of consignment at customer destination location will be responsibility of the Transporter & they will be paid Rs.75/- per MT towards unloading charges on submission of proof of delivery at Budge Budge LOBP..
- r) Only the staff attached to the contracted vehicles or representatives nominated by the Transporter(s) shall be allowed entry inside the Corporation's premises.
- s) The Transporter(s) shall be solely responsible for the safe custody of the products once these are handed over to them.
- t) All taxes, insurance, valid Registration Certificate, Road permits, and other charges, as applicable to the vehicle, shall be the full responsibility of the Transporter. The Corporation shall be responsible only for charges as applicable for the movement of the product and as stated in the Schedule of Rates.
- u) It shall be the responsibility of the Transporter to ensure that the inter-state permits, wherever applicable are collected, should satisfy himself that the documents are complete in all respects and accompany the truck before the truck leaves the Corporation's despatch location. The Transporter should comply with the provisions of MOTOR VEHICLE ACT, 1988, and Amendments thereto.
- v) The number of barrels, drums/small packs etc., that can be carried will be restricted as per RLW. Thus capacity of each truck will be established by the Corporation and will be binding on the Transporters.
- w) If at anytime during the currency of this agreement, the Transporter fails to transport the product as provided herein above or to perform the various other obligations specified in this agreement, the Corporation may in its sole discretion and without prejudice to its, legal rights and remedies, obtain services from other Transporters to assume the

obligations and transport the product and any additional cost and incidental expenses incurred by BPCL will be recovered from the Transporter.

- x) The Corporation will provide the Transporter with transport work hereunder as and when it considers necessary and will not be bound to give or entrust all the transport work to the transporter or be bound by the estimated throughput shown in the Schedule of Rates.
- y) While carrying mixed loads (cases, pails etc), Transporter shall ensure to use wooden planks/plywood of suitable thickness to safeguard against package damages during transportation.
- z) The Transporter shall be bound by all the conditions mentioned in the tender form i.e. General Terms and conditions and Special Terms and Conditions.

**3) VEHICLES FOR TRANSPORTATION:**

- a) The Transporters shall transport PACKED LUBS / GREASE / SPECIALITIES / ADDITIVES in barrels and / small packs in trucks (ISO type Container Truck) having payload of 16 MT and having valid permits/licenses owned/attached to them. Depending on the Corporation's requirement, ISO type containers to be supplied having capacity of 16 MT which will be advised by the Corporation's representative on day to day basis.
- b) The vehicles will be maintained by the Transporter(s) in sound mechanical condition at all times. Any defect notified by the Corporation to the Transporter will be rectified by the Transporter immediately.
- c) The vehicle will have adequate trained/qualified staff provided by the Transporter(s) for efficient operation.
- d) After loading at the despatch location the ISO type Container trucks would be locked / sealed by our officials / employees. The locks and/or seals will be provided by the Corporation at its cost.
- e) The actual ISO type Container trucks to be positioned will have to be approved by the Corporation before use by the despatching locations.
- f) The Transporter shall immediately provide the registration number, and attested Xerox copies of RC books and all other particulars of ownership in respect of the trucks of the Transporter(s) which will be operated for the purpose of the Corporation under agreement.
- g) For the call ups given by despatching location(s) up to 18-00 hrs on daily basis, the transporter should place the required number of ISO type Containers Trucks on the next day morning at 09-00 hrs ie opening of despatching location(s).
- h) Further to para 3 (g) in case of failure to provide required number of ISO type Container Trucks as per call ups given for the nominated destinations, the Corporation will be at liberty to make alternate arrangement for transportation by road or rail at the risk and cost of defaulting Transporter for such destination. In case of exigency, the Transporter should place the required number of ISO type containerised trucks at short notice. The Corporation may not load the trucks of defaulting Transporter(s) even for other locations at its sole discretion.
- i) All Transporter(s) trucks shall have registration in the State of the loading base.
- j) Only sound trucks which are in efficient working conditions and conforming to Motor Vehicles Act and Rules (including the crew if required under the act) as applicable from time to time shall be deployed by the Transporter(s) for Packed Lube Transportation.

- k) The Transporter shall not have any right to operate the Transport Vehicles (ISO type containerized trucks) only for his choice locations as the Transport Vehicles (ISO type containerized trucks) will be loaded and used for any of the contracted locations. The Corporation will be at liberty to appoint one or more additional Transporter/s either to run concurrently with the Transporter/s or separately on any terms and conditions/rates and for any location/s.
- l) As per OISD 237 Anti Braking System (ABS) to be compulsorily provided in N3 category of vehicles (Category N3 vehicles are those vehicles which are designed and constructed for the carriage of goods and having a maximum mass exceeding 12 Tonnes) other than tractor trailer combination manufactured on or after 01.10.06 and N3 category vehicles with tractor trailer combination manufactured on or after 01.10.07.

4) **AVAILABILITY OF ISO TYPE CONTAINERISED TRUCKS**

The Transporters(s) shall be liable in respect of matters here under:

The ISO type containerised contracted vehicle(s) will be made available at all times in roadworthy conditions so as to give uninterrupted service to the Corporation and will be used exclusively for transporting the Corporation's products to destination nominated by the Corporation. Should the Transporters fail to provide the contracted vehicle on any working day, the Corporation shall be at liberty to make suitable alternative arrangements for the transport of their products. All expenditure as also damages/losses incurred by the Corporation in its trade as a result of the breakdown of the Transporter's transport arrangements will be deducted from the amounts payable to the Transporters. Such damages/losses being determined at the Corporation's sole discretion, provided that the Transporters shall not be responsible for any failure to perform or fulfil any terms of this agreement if such performance/fulfilment has been delayed, hindered, or prevented by any order of any national, local or other authority or anybody or person purporting to be or to be acting for such authority.

5) **TRANSIT LOSS:**

- a) The Transporter(s) shall bear the loss of any of the Corporation's products while in their charge, irrespective of the reason for such loss. The amounts payable to the Corporation on this account and other incidental out-goings suffered by the Corporation will be deducted from their bills/Bank Guarantee.
- b) The Transporter(s) shall operate their vehicles at entirely their own risk and the Corporation shall in no case be held responsible for any damage done to the vehicles while on the Corporation's work or when parked in their premises. During the course of transit the goods shall remain at the Transporter's risk until the vehicle carrying the goods reaches the destination as indicated by the Company. The Transporter alone shall be responsible for any accident, damage or loss suffered in respect of the goods during transit
- c) In the event of any loss to the Corporation due to leak / damage of the product/packages, the Corporation will recover such losses from the Transporter's bill /bank guarantee as under:
  - i) **Amount equivalent to prevailing MRP (for MRP based packed products)**
  - ii) **Dealer Billing Price (Basic listed selling price + Excise Duty) for barrels + 20% penal charges on Dealer Billing Price, for non MRP based products.**
- d) The Transporter shall discharge all statutory obligations during the course of transit. If during the course of transit any liability arises as to the environmental pollution the same shall be on the account of the Transporter.

- 6) The Transporter(s) shall ensure that the packages are delivered at the destination promptly within the prescribed delivery periods.
- 7) The Corporation reserves the right to impose a penalty on the Transporter(s) at the rate of Rs.500/- (Rupees Five Hundred only) per day of delay beyond agreed transit time applicable for the destination, and such penalties shall be recovered from the Transporter(s) bills unless satisfactory explanation is given by the Transporter(s) in writing, for the delay.
- 8) The Transporter(s) if called upon to undertake to load the packages from more than one storage point and deliver the same at the destination station at more than one location within the Municipal limits of the destination city/town, the Transporter(s) are required to do so without additional charges.
- 9) **UTILISATION OF TRUCKS:**
  - a) The Corporation does not guarantee minimum mileage for each truck per month nor do they guarantee the minimum number of trucks that will be utilized per month and no liability whatsoever shall be attached to the Corporation on account thereof.
  - b) Plant Manager Budge Budge Installation or his authorised officers shall decide the schedule of despatches.
- 10) **TRANSSHIPMENT:**
  - a) The Transporter(s) shall undertake the movement of the product entrusted to him by the Corporation without transshipment. If transshipment is inevitable, the Transporter(s) shall advise the Corporation well in advance and obtain written consent for the same. Adequate care and precautions should be taken to ensure safe handling of the product/packages. No additional charges will be paid by the Corporation for transshipment.
  - b) Accidents occurring during the course of Corporation's work should be reported by the Transporter(s) to Plant Manager, Budge Budge, without delay. This should be followed by a detailed written report from the Transporter(s).
  - c) The Transporters will be responsible for making necessary arrangements to salvage the product from the truck which has met with an accident and to arrange for its return to the Corporation's Installation as directed. Any expenses on this account as well as the loss of product/packages sustained will be on Transporter's account.
- 11) **SECURITY DEPOSIT/BANK GUARANTEE**
  - a) Upon commencement of the agreement the Transporter(s) shall furnish the Corporation a Bank guarantee of **Rs 20,00,000 (Rs. Twenty Lakhs only) for full contract.** The minimum number of trucks required for each location awarded will be worked out as: Estimated annual volume of the location / 12 months / 16 MT / Expected number of Trips per Month by each truck. The Security Deposit amount shall payable by way of irrevocable Bank Guarantee of a scheduled bank strictly in specified Proforma, valid for a period of 30 (Thirty) months from the date of issue of Bank Guarantee, which includes inter alia, the full period of the Contract and an additional six months.
  - b) The Security Deposit shall not bear any interest
  - c) It shall be lawful for the Corporation to adjust the Bank Guarantee amount against all pending or future dues and also to appropriate the entire deposit or any part thereof against losses, damages, cost charges or expenses arising out of the Transporter(s) failure or negligence to observe any terms and conditions of this contract. This is without prejudice to other remedies available to the Corporation.
- 12) **SUBCONTRACTING:**

The Transporter/s shall not be entitled to assign, subrogate, sublet or part with his/their right, title and interest under the contract for any reasons, whatsoever, or change the ownership of the Transport Vehicles (ISO type containerized trucks) or take any new partners or members without the previous written consent of the Corporation.

**13) RATES AND PAYMENT OF BILLS:**

- a) One way transportation rates payable by the Corporation for transporting Packed Lubes ex-Budge Budge LOBP, Shibpur Depot or any other location of BPCL in and around 50 kms of Kolkata to various locations are per Rs/MT as given in the Rate Schedule attached hereto. The Transportation charges payable to the Transporter(s) under this agreement will be based on the shortest motorable route as approved by the Corporation from time to time.
- b) In case of transportation on stock transfer (STO) basis to any company depot / company location / company plant, the transportation payment will be automatically done by BPCL SAP system.
- c) In case of Direct Sales to customer or any other location which is not mapped in SAP the transportation payment will be done only on submission of due acknowledgement from receiving location / customer by the transporter. The due acknowledgment receipt should be submitted within 15 days of delivery of product.
- d) All the transport payments will be made in accordance with this agreement and at the rates specified in the schedule.
- e) In case of any financial loss suffered by the Corporation due to loss of documents, the same would be recovered from Transporter.
- f) The Transporter(s) shall submit bills to the Corporation in accordance with this agreement and at the rates specified in the schedule in such a format and in such a manner and at such intervals as shall be directed by the Corporation from time to time or the Corporation may, at its sole discretion, effect payment of the amount due to the Transporter(s) in accordance with this agreement and rates specified in the schedule and furnish necessary details to the Transporter(s) along with such payment.
- g) A bill not submitted within six months of the date of delivery may not be entertained.
- h) In line with the directives from the Income Tax Directorate, Income Tax would be deducted at source from all payments being made to Transporter(s). This rate can be changed in line with approval/ authorization if any given to that effect by the concerned Income Tax Officer.
- i) Calculation of weight of package would be on the following basis :
  - i) A list of standard gross weight for cartons/drums/packages will be available from despatching location.
  - ii) The package loaded would then be converted by multiplying the number of respective packages by the standard gross weights. This working would be through BPCL SAP system and no physical weighing would be done each time the trucks are loaded.
- j) Any amount due from the Transporter or any of its partners / directors against this contract or any other contract would be settled against running bills of this contract / Bank Guarantee.
  - k) Transporter's copy of challan duly signed by the consignee should be submitted to Despatching location latest within 15 days from the date of the delivery of the

consignment, failing which the Transporter/s will not be given subsequent loads and the Corporation may levy a penalty of Rs.25/- per day for the period of submission of challan is delayed till such time the default continues.

l) In the event that the product is not delivered at destination within 15 days from the date of despatch, it will be the responsibility of the transporter to inform in writing the despatching location the correct status and the reason thereof.

m) That the rates specified in the Schedule attached hereto or any substituted schedule as provided herein will apply under all road and weather conditions and the Transporter/s will not be entitled to any extra allowances, or stoppage of work on this ground, during the currency of the contract.

n) Uniform deduction of 40% from total monthly transportation charges will be made and credited to respective transporter's Smart Fleet Card account.

**14) LIABILITY OF TRANSPORTERS:**

- a) The Transporter shall be totally responsible for delivering the correct quality and quantity of the product as per invoice at the destination specified. The Transporter's driver should satisfy himself regarding the product quantity and quality when it is loaded in the truck prior to the sealing of the truck(s). In the event of any loss of product recorded at the destination, the cost of such shortages will be debited and recovered either from the Transporter's bills, if any, with the Corporation or shall be made good directly by the Transporter or will be adjusted against any deposit or other amounts payable to the Transporter, or against the Bank Guarantee furnished by the Transporter against Contract.
- b) Once the truck leaves Corporation's loading storage point, it is the responsibility and accountability of the Transporter to ensure that correct quantity/quality is delivered at destination.
- c) If any adulteration/contamination is established, the adulterated / contaminated product will be disposed off at the Corporation's discretion. All expenses/losses and cost of adulterated/contaminated product in this connection as determined by the Corporation will be recovered from the transporter. No freight payment for such trips will be made to the transporter. In addition to the above, if deliberate attempt for adulteration/contamination is established, action will be taken by the Corporation as per Industry Transport Discipline Guidelines.
- d) The Transporter shall make delivery in all instances within a reasonable time and will not permit his/their trucks to be off the road for any unreasonable period and will not hold up deliveries for any cause. The Transporter shall also be responsible for safe conduct of supplies in transit.
- e) The transporter will have to submit copy of document acknowledging product receipt against the truck for previous movement within 15 days of loading.
- f) That in case the Transport Vehicles (ISO type containerised trucks) is rendered unserviceable for want of repairs, servicing etc., beyond 15 days, the Transporter/s will provide another ISO type containerised truck to effect supplies. In the event of Transporter/s failure to provide another ISO type containerised truck, the Transporter/s shall be liable to make good to the Corporation the extra expenses that may be incurred by the Corporation in making other arrangement for effecting supplies without prejudice to all other rights of the Corporation.
- g) It is essential that the Transporter gets the names, addresses, designations and signature of their authorized agents duly registered in advance with the Corporation and

- the signature of such authorized representatives of the Transporter shall be indicated on the requisition slip of the Corporation based on the intimation given by the Transporter to the Corporation for loading of products at the Corporation's Installation. Any change or variation in the new designation of such authorized representative should be intimated in advance to the Corporation.
- h) Agreement, terms and conditions are binding on the Transporter/s from the date of intention of award of contract made known to the party irrespective of the fact as to the actual date of signing of this Agreement and Deed.
  - i) The Corporation reserves the right to impose a penalty on the Transporter(s) at the rate of Rs.1000/- (Rupees One thousand only) per day as liquidated damages for non placement of ISO type containerised trucks on the same day, from the call up time for the destination subject to max defaulting period of 5 days for each trip loss, and such penalties shall be recovered from the Transporter(s) bills.
  - j) If at any time during the currency of this agreement the Transporter(s) fails to transport the product as provided herein and / or fails to perform the various other obligations specified in this agreement , the Corporation may in its discretion and without prejudice to its other rights and remedies engage the services of other Agencies/transporters to perform the obligations 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.
  - k) Performance, with regard to placement of Trucks as per terms and conditions of the tender, will be evaluated on a month to month basis which should be above 90%. In case of shortfall, BPCL will take action as deemed fit including termination of the contract.
- 15) Any loss of the product, issued on the basis of the requisition slip signed by the authorized representative of transporter will be at the entire risk, costs and expenses of the transporter only. If, however, through any mistake, inadvertence, lack of prudence or foresight of the Corporation or its Installation or Depot, any loading of the product is undertaken in the truck in the absence of such requisition slips signed by the authorized representative, or in respect of any irregularity there in, the same will not absolve the transporter from liability in respect of transportation of such products and all the provisions contained in this agreement shall also apply to such products so loaded in such trucks.
- a) Transporter shall keep Company indemnified in respect of above. In case, Company is made liable to pay any part of above cost, the same shall be recovered from the Transporter.
  - b) It is agreed that the trucks covered by this Agreement shall operate at the sole risk of the Transporter. In no case, Company would be held responsible for any loss or damage done to / by the truck while on the Company's work or parked in their premises or anywhere else.
  - c) Transporter shall make their own arrangement for parking of their vehicle overnight and / or during holidays.
  - d) The Transporter shall comply with all statutory provisions relating to his trade / business / profession including his own employees or employees engaged by the Transporter and BPCL shall not be responsible for his omission or commission.
  - e) The Transporter will have an Insurance Policy from an established Insurance Company for each vehicle and keep such Policy in force at all times to cover all risk of whatever nature inclusive of any damage caused by the trucks to the Corporation's property. The Transporter will produce for the perusal of the Corporation the original Insurance Policy



- and proof of payment all Insurance premium and charges in respect thereof as and when demanded by the Corporation.
- f) Transit Insurance of the product will be taken by the transporter and it shall be at transporter's cost. Transporters should take the advantage of taking the insurance as per company tie up with New India Assurance at concessional rates of premium. However only in case of Nepal (Birganj) supply (for which individual Truck-wise insurance is required) the insurance cost will be reimbursed to the transporter on submission of the original receipt and other documents of the insurance.
  - g) The Transporter/s will make good to the Corporation for any losses arising from:
    - i. The confiscation by Government or local authorities of any quantities of the said products delivered to the Transporter/s for transportation
    - ii. Loading, unloading or in transit for reasons other than the acts of God, riots or civil commotion.
- 16) The Company will pay to the Transporter for the transportation work undertaken from the loading location and at the rates detailed in LOI / Work Order. This rate shall be valid for all roads and weather conditions and are calculated from loading location.
- 17) The above rates are subject to escalation / de-escalation as per formula given in Schedule- A.
- a) Octroi charges, wherever applicable, levied on the product would be paid by authorized clearing agents of BPCL.
  - b) Entry / Transit / Bridge / Toll (Pathkar) taxes paid by the Transporter for their trucks while transporting petroleum products under this Contract would NOT be reimbursed by the Company.
  - c) The transport charges payable under this Agreement are based on shortest motorable route as approved by the Company on the one way distance basis
  - d) The procedure for payment of transport bills and octroi prevalent in the Company from time to time would be binding on the Transporter.
- 18) The Corporation shall provide the Transporter(s) with transport work hereunder as and when it considers necessary and shall not be bound to give or entrust all the transport work to the Transporter(s).
- 19) Nothing herein contained shall prevent the Corporation from engaging any other Transporter(s) to carry out transportation work similar to the work entrusted to the Transporter(s). The Corporation reserves the right to appoint two or more Transporter(s) as it deems necessary towards achievement of efficient, timely and effective supplies.
- 20) The Corporation reserves the right to award parallel contract/s to any other Transporter/s during the tenure of this contract without giving any notice or prior intimation to the existing Transporter/s.
- 21) **DETENTION CHARGES:**
- a) Detention charges of Rs 1000/- per day are payable for detention at loading/unloading points provided the detention is a result of the Corporation's inability to accept the consignment within 24 hours of arrival of the truck which means that the detention time commence only after the expiry of 24 hours of reporting the arrival of the truck at the proper unloading destination on a working day. The truck should arrive on a working day at least three hours prior to the normal closing time (0500 pm on week days & 0100 pm on Saturdays for BPC locations) of the unloading destination. Should the truck reach the

unloading destination on a Holiday/Sunday then the detention will be computed after 24 hours from the commencement of working hours on the first working day following the Holiday/Sunday. If the truck reaches the destination storage point, at say 10.00 hours i.e. three hours before the closing time of, say 1.00 PM on Saturday, the detention time will be computed from 10.00 A.M. of the next working day up to the time of release of the truck. Truck reaching less than three hours before closing time on a working day will be considered as reporting on the following working day.

- b) Detention charges at loading/unloading points shall be payable by the Corporation to the Transporter as per agreed norms provided such detention details are properly endorsed, signed and stamped on the receipt documents by the receiving location. It is the responsibility of the transporter to ensure proper endorsement on the documents. However, all efforts will be made by the Corporation to avoid delays/detentions.

**22) FORCE MAJEURE CLAUSE:**

- a) If at any time during the continuance of the Contract the performance in whole or part by either party of any obligation under the Contract shall be prevented or delayed by reason of any war, hostility, act of public enmity, civil commotion, sabotage, fires, floods, explosions epidemics, quarantine restrictions, strikes, lockouts or Acts of God (hereinafter referred as event), then provided notice of happening of any such event is given by either party to the other within twenty one days from the date of occurrences thereof, neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance.
- b) Dispatches under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Head, Lubes SBU, Bharat Petroleum Corporation Ltd., as to whether the deliveries have been so resumed or not, shall be final and conclusive. Provided further that the performance in whole or part of any obligation under the contract is prevented/delayed by reason of any such event specified above for period exceeding sixty days, either party may at their option terminate the Contract. Neither party to this Agreement shall be liable for the non-performance of any of its obligations under this Agreement so far as such non-performance is occasioned by conditions of the Force Majeure. Any proper definition of Force Majeure means natural calamities like floods, earthquake and other acts of God and riots, etc.

**23) LOCAL CONTACT OFFICE:**

It is necessary that the Transporter(s) shall have a contact office at Kolkata and get the Photographs, names and addresses, designations and signatures of their authorised representatives duly registered in advance with the Corporation.

**24) TRANSPORTER(S)' EMPLOYEES:**

- a) For the purpose of carrying out this job the Transporter(s) shall employ or engage their own personnel. Persons so employed by the Transporter(s) shall not be deemed to be in employment of BHARAT PETROLEUM CORPORATION LIMITED and the supervision and control of such employees shall rest always with the Transporter(s).
- b) Minimum Wages: The minimum wages payable to labour employed by the Transporter(s) should be taken into account and included in the rate tender for the full period of the contract including the option period. This item will not be considered for escalation/de-escalation purpose.
- c) The Transporter(s) shall undertake that no person working for them is a foreigner, shall enter into the premises declared by the Government of India as "Protected Places". The Transporter(s) further undertake to strictly abide by the Defence of India Act and Rules.

- d) If however, any claim is made by any employees of the Transporter(s) against the Corporation for wages, compensation or any sum or dues, the Transporter(s) agrees to indemnify the Corporation of all such claims and to pay all the expenses which the Corporation may incur in defending any proceedings pursuant to such claims.
- e) Unauthorised driving of the Transporter(s) trucks by his men, who do not possess valid heavy vehicle driving licenses within or outside the Corporation's premises while handling transportation for the Corporation, shall not be permitted.
- f) The Transporter(s) and his men shall abide by the rules and regulations of the Installation/locations when they are within the Corporation's premises. All safety precautions as per the Corporations rules should be observed by the Transporter(s) and his/their men within Installation/Location's premises.
- g) The Transporter(s) will indemnify the Corporation against the consequences arising out of their or their workmen's/servants/agent's default or negligence or violation or non-adherence to Municipal/State/Central Acts relating to the carriage of goods. Should the Corporation be held liable for any loss, damage or compensation to their parties arising 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 observe and comply with the requirements of the Minimum Wages Act, the ESI Act and all other Industrial/Labour legislations 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 Corporation may have to make or suffer on account therefore.
- h) The Transporter(s) shall whenever required by the Corporation or Government official authorised under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes. The Transporter(s) will accept liability for payment of compensation in accordance with the provision of the Workmen's Compensation Act, 1923, read with 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 may be called upon to make under the provisions of the said act to any such workmen as aforesaid and any expenses incurred by the Corporation in connection with any claim preferred by such workmen and/or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damage whatsoever to any third party, person caused by the Transporter(s) their workmen, servants and agents.
- i) The Transporter(s) shall not engage any child or bonded labour for handling his work in connection with this contract or contravene any of the Government rules and regulations in this regard.
- j) The Transporter(s) should ensure that no person in the vehicle should smoke and no fire or other ingredients of ignition should be permitted in the vicinity of the vehicle. No other goods should be carried in the vehicle. The vehicle engaged for transportation of Corporation's goods shall not carry any persons and/or goods other than the crew along with the load containing Corporation's goods.
- k) The Transporter/s shall observe and implement all the laws of the land and rules framed there under and the corporation shall, in no event, be liable or responsible for any default that will arise out of non-observance of such laws, rules on the part of the Transporter/s.

25) **DAMAGES TO CORPORATIONS PROPERTY/EMPLOYEE:**

- a) The Transporter(s) 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(s), his/their agents, representative or employees.
  - b) The Corporation shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amounts payable hereunder to the Transporter(s) the cost of repairs or the amount of loss or damages.
  - c) The Transporter(s) will be liable for any loss, any injury to Corporation's employee/agents due to careless, negligent, inexperienced act or default of the Transporter(s), his/their agents, representatives or employees.
- 26) **In case of supplies to direct customers like Defence, Railways and other institutional customers as sales**, it is very important that the transporter collects the proper acknowledgement from the customer and submits the same to the dispatching location. Any deviation in this will hamper the realization of payment from the customer in time. Hence non-payment or any delay on realization of payment from the customer for want of proper acknowledgement shall be the sole responsibility of the transporter and any loss on this account to the Corporation shall be recovered from the transporters' bill /bank guarantee.

27) **Handling of Important Documents:**

- a) All transporters are supposed to carry the Cenvatable document (Duplicate copy for transporters) and the same to be deposited at the destination. The Cenvat document is a valued document and excise duty credit can be taken based on the above document only. Hence, the transporters while taking the supply should check whether the Cenvatable copies are collected from the supply point and ensure safe deposit of the same at the destination.
- b) Where supplies to destinations to a state covered by sales tax road permits it is responsibility of the Transporter / his representative to collect sales tax road permits from the despatching locations or as advised by the authorized officer / employee of the Corporation at the despatching location and carry the same with the consignment and deposit as required under the state law. The Transporter will indemnify and be responsible for the loss or cost involved in not carrying the sales tax road permit or the action taken by the concerned authorities.
- c) The Transporter shall be responsible and comply with service tax rules and formalities as directed by the Corporation from time to time. Hence, it is essential that transporters should advise all concerned to keep proper track of this valued document. Transporters should note that in case of loss of Cenvatable copy, the amounts of excise duty will be recovered from their transport bills.

28) **BLACKLISTING OF TRANSPORTER/TRUCKS:**

The Corporation reserves the right to blacklist the transporter/ trucks which are suspected to be indulging in any sort of malpractices or any other acts not conducive to the interest of the corporation such as misbehaviour, dishonesty, disobedience, pilferage etc as per transport discipline guidelines. Such trucks shall be suspended from the business without giving any reasons and in all such cases no compensation will be paid to the Transporter(s).

**\*PERFORMANCE:** Performance, with regard to placement of Trucks as per terms and conditions of the tender, will be evaluated on a month to month basis which should be above 90%. In case of shortfall, BPCL will take action as deemed fit including termination of the contract and forfeiting the EMD.

**29) ADDITIONAL / NEW LOCATIONS:**

During the currency of the contract, if the need arises for a new station/location then following course of action shall apply:

- a) If the new location is within thirty (30) kms radius of already allotted station in the agreement and both the stations are within same State then it will be considered as movement to same place and no differential payment shall be applicable.
- b) The new location and the nearest location are in the same state but beyond thirty (30) kms then the rates will be worked out on pro-rata basis and the transporter(s) to whom such station is already allotted will be liable to carryout the movement to new station at worked out pro-rate rates and upon written intimation from BPCL of such inclusion of new stations. The scope of work of the transporter shall automatically be amended with such intimations and all the other terms and conditions of the contract shall be applicable to such new stations also.
- c) If the new location falls in a State, where there are no established rates, then the rates will be established by calling quotations from all the existing transporters.
- d) To establish prorated rates for any new location, the Ex-Budge Budge one way distance in KMs to such a new location will be taken as per the shortest motorable distance as approved by the Corporation.

**30) JURISDICTION:**

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 in the concerned courts in the city of Mumbai only.

**31) TERMINATION OF CONTRACT:**

Notwithstanding anything to the contrary contained hereinabove, Company reserves the right to terminate this Agreement forthwith upon or at any time after happening of any of the following -

- a) If the Transporter, its' proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.
- b) If attachment in execution of a decree is passed against the Transporter, its proprietor or any of it's' partners.
- c) If road permits or statutory licenses / permissions granted to Transporter / its trucks by transport or any statutory authorities is cancelled or revoked.
- d) If any of the information submitted by the Transporter in the tender is found incorrect at any time.
- e) Breach of any of the terms or conditions of this Agreement by the Transporter.
- f) If the Transporter commits or suffers to be committed any act which in the opinion of the Company whose decision shall be final, is prejudicial to the good name / image of the Company or its' products or its services.
- g) If the Transporter causes disruption in transportation of packed lubricants products. The decision of Company will be final and binding on the Transporter.
- h) On the death or retirement of proprietor or any of the partners of the Transporter firm. However, in case, Company does not exercise this option, the Agreement shall continue as between the Company and surviving / continuing partners of the Transporter. The legal representatives of the deceased partner or the retiring partner himself shall be

liable for all the obligation of the transporter incurred up to the date of death or retirement but shall not be entitled to claim from the company any portion of Security Deposit. Company shall account for Security Deposit to the surviving or continuing partners. The death or retirement of any partners shall be notified by the Transporters to the Company in writing within 24 hours of such death or retirement.

- i) If the crew of the transporter commits any unsafe act such as rash driving, accident, non adherence to safety guidelines and not using safety/protective equipments etc. within or outside BPCL premises.
- j) If the Transporter, its proprietor or any partners or Truck crew misbehaves (abuse/ threat/ assault/ manhandles) with the consumers/Dealers or with the employee of the BPCL.
- k) If the performance of the transporter is found to be unsatisfactory with regard to placement of trucks, which should be minimum 90% against daily call ups given (i.e. call ups given by despatching location(s) up to 18-00 hrs on daily basis, the transporter should place the required number of ISO type Containers Trucks on the next day morning at 09-00 hrs ie starting time of the despatching location(s).

\*\*\* In the event the company terminates this agreement vide Clause 31 above the Company will invoke the bank guarantee to recover outstanding dues if any. Further the Transporter shall not claim from the company any amount either by way of compensation, damages or otherwise. In the event of termination of contract such transporter will not be eligible to participate in future tenders for bulk lube and packed lube for BPCL during next 2 (two ) years .

**32) ARBITRATION:**

- a) Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set off of the Company against the contractor or regarding any right, liability, act omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director (Marketing) of the Company or of some Officer of the Company who may be nominated by the Director (Marketing). The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the Company or that he had dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Company he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director (Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director (Marketing) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an Officer of the Company if the Director (Marketing) does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such 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) or the Company 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 Act, 1940 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 award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as the Sole Arbitrator shall by writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
  - c) 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 Arbitration Act 1940 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
  - d) 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 an issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Director (Marketing) for such counter-claim, cross-claim or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Director (Marketing).
  - e) 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.
  - f) The arbitrator shall have powers 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.
  - g) 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 on or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
  - h) 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 in the concerned courts in the city of Mumbai only.
- 33) This Agreement covers entire understanding between the parties. No alteration / variation of any of the terms of this Agreement shall be valid unless made with the consent of both the parties and evidenced in writing duly signed by authorized representatives of both the parties.
- 34) All notices and other communications to be given under this Agreement by either party to the other shall unless otherwise specifically agreed be given in writing by Registered Post or hand delivery against acknowledgement to the following addresses of the respective parties.

BHARAT PETROLEUM CORPORATION LTD.  
REGIONAL MANAGER (LUBES) EAST  
1<sup>ST</sup> FLOOR, WING 1, BHARAT BHAVAN, PLOT NO. 31, KIT SCHEME 118,  
GOLF GREEN, PRINCE GULAM MD. SHAH ROAD, KOLKATA – 700 095.

Signed and witnessed at \_\_\_\_\_ on \_\_\_\_\_.

Signed and delivered by the duly constituted Attorney of BPCL  
For BPCL

**WITNESS:**

- 1.
- 2.

M/s. \_\_\_\_\_  
(Authorized Signatory)

**For Transporter  
Name & Address:**

**WITNESS:**

- 1.
- 2.

M/s. \_\_\_\_\_  
(PROP. /PARTNER/DIRECTORS)

Self attested passport size recent color photograph of the Transporter (Individual or Authorized Signatories)
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**SCHEDULE -A****FORMULA FOR WORKING OUT ESCALATION/ DE-ESCALATION IN TRANSPORTATION RATES ON ACCOUNT OF INCREASE/ DECREASE IN RETAIL SELLING PRICE OF HSD**

Increase/ decrease in the transportation rate in Paise per MT Per KM will be as per the following formula:

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

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$$Q \times 4$$

Where Q represents notional capacity of a truck and it is taken as 16 MT (as the case may be) and 4 represent distance (4kms), which a truck can run with 1 lit of HSD (loaded or otherwise) for the purpose of calculations.

**NOTE:**

- 1) The retail-selling price of HSD as on the date of opening of the tender will be the base price.
  - 2) The escalation / de-escalation of transportation rates will be allowed every month i.e. on 1<sup>st</sup> January, 1<sup>st</sup> Feb, 1<sup>st</sup> March, etc.,
  - 3) Escalation / de-escalation shall be applicable as per increase / decrease in RSP (Retail selling price) of HSD, which will be the weighted average of the RSP of HSD during immediate previous month, and the new transportation rates arrived at on the above date shall be applicable for subsequent month.
  - 4) Only the increase / decrease in RSP of HSD at Kolkata City in BPC R.P.O. shall be considered and the escalation / de-escalation factor shall apply.
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**TRANSPORT DISCIPLINE GUIDELINES****1) Transport Agreement:**

- a) All cases of malpractices and adulteration shall be dealt in accordance with the Transport Discipline Guidelines and these guidelines shall form part of Transport Agreement.
- b) All the clauses of the Transport Agreement enclosed shall be adhered to.
- c) Transporter shall give an undertaking at the time of agreement with the Company that his ISO type truck/s is/are not under agreement with any other Company including Oil companies other than BPC.

**2) All incidents of malpractices and adulteration are categorized as under:**

- a) Deliberate attempt.
- b) Other causes

**3) Malpractices: Malpractices will also cover any of the following:**

- a) Tampering with standard fittings of ISO type Trucks for pilferage of products
- b) Diversion from specified route without any valid reasons
- c) Exceeding trip time

**4) Deliberate attempt:**

- a) Truck caught for having indulged in malpractices shall be immediately suspended by location-in-charge. However, an investigation shall be conducted as per the procedure of the Company and approval of the appropriate authority obtained before the Truck is black listed.
- b) On investigation, if it is proved that the truck crew alone is responsible for the malpractice/irregularity, then that particular truck alone shall be blacklisted along with the truck crew. However, if the investigation reveals the complicity of the owner of the truck, then the whole contract comprising the trucks belonging to the concerned transporters shall be cancelled and all trucks blacklisted along with the truck crew.
- c) The period of blacklisting a truck shall be of two years. However, the decision of lifting ban on the concerned truck shall necessarily be taken who had originally blacklisted the truck. Depending upon the seriousness of the offence, the truck may be banned permanently.
- d) A list of all such blacklisted / banned trucks showing their registration nos. along with their Engine and Chassis Nos. shall be prepared and circulated to all Regions and other oil companies so that the trucks banned in one location/oil Company are not engaged by other locations/Oil companies.

- e) Locations shall maintain records of all such blacklisted/banned trucks with all relevant details in a register and exchange this information with other Oil Companies.

**5) Adulteration:**

In all cases of suspected adulteration of products in truck due to deliberate attempt by transporter/truck crew or due to other causes and their subsequent confirmation by the lab, action against the transporter shall be initiated as under:

- a) Disposal of contaminated product shall be as per advice from Quality Control Department.
- b) Incidental expenses and any other expenses sustained by the Company for disposal of the contaminated product shall also be recovered from the transporter.
- c) No transportation charges shall be paid for the futile trip to the Dealer/Consumer or Receiving Location as well as for the subsequent trips for delivering the adulterated/contaminated product to the Company's nominated location for disposal of the product.
- d) Action against the transporter for suspension/blacklisting of truck/s or termination of transport contract shall be initiated as stipulated under clause (4) above.

**6) Other clauses:**

- a) In all cases of malpractices/irregularities for pilferage of the product where it is difficult to establish deliberate attempt on the part of the transporter/truck crew, action stipulated above under Deliberate Attempt, shall be initiated except suspension/blacklisting of truck. However, transporter shall be warned and asked to remove the crew.
- b) Action for disposal of the contaminated product and cost recoveries from the transporter thereof shall be same as that under clause V above. However, in case of accidental contamination, decision for suspension /blacklisting of the truck/s shall be based on the investigation report.

**7) Health Safety & Environment Requirements:**

- a) All rules / regulations and statutory requirements shall be strictly followed by the transporter and their work force i.e. drivers / cleaners at the work place and on the road while transporting petroleum goods.
- b) Driver and cleaner shall wear safety belts while driving vehicle on the road.
- c) No truck shall be plied by the driver without cleaner, either on the road or at any work place.
- d) The truck crew would not be permitted to enter the location premises without use of the Personal protective equipment i.e. safety shoes, helmet, spectacles (wherever necessary).
- e) Safety fittings, fitness conditions of vehicles to ply on road shall be checked by the crew of trucks before start.

- f) Safety procedures for unloading and loading of vehicles at the supply location as well as at the unloading location shall be strictly adhered to.
  - g) It shall be mandatory for all drivers to undergo refresher training course.
  - h) All drivers must have licenses duly endorsed by RTO certifying eligibility for driving hazardous goods, and without above certification shall not drive any vehicle.
  - i) All drivers and cleaners must undergo periodic health check for Blood pressure, sugar & vision.
  - j) No driver shall drive the vehicle under ill health condition.
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(On Non-Judicial Stamp Paper as prescribed in the respective State)

### BANK GUARANTEE

- 1) In consideration of Bharat Petroleum Corporation Limited having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400 001 (hereinafter called "The Company" having agreed to exempt M/S \_\_\_\_\_ (Hereinafter called "the said Transporter(s)") from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ the Company \_\_\_\_\_ and the Transporter(s) \_\_\_\_\_ for (hereinafter called "the said Agreement") of the Security Deposit for the due fulfilment by the said Transporter(s) of the terms and conditions contained in the said Agreement on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), We \_\_\_\_\_ (name of Bank) (hereinafter referred to as "Bank") at the request of M/S \_\_\_\_\_ (Transporter(s) ) do hereby undertake to pay to the Company an amount not exceeding Rs. XXXXXXXX (Rupees XXXXXXXX lakhs only) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Transporter(s) of any of the terms and conditions contained in the said Agreement.
- 2) We \_\_\_\_\_ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reasons of breach by the 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 on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- 3) We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Transporter(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability under this guarantee for payment there under and the Transporter(s) shall have no claim against us for making such payment.
- 4) 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 Company under of by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Company 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 liabilities under this guarantee thereafter.
- 5) We \_\_\_\_\_ (name of Bank) further agree with the \_\_\_\_\_ Company that the Company 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 for any time or from time to time any of the powers exercisable by the Company 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 for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Transporter(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

- 6) This guarantee will not be discharged due to the change in the constitution of the Bank or the Transporter(s).
- 7) We \_\_\_\_\_ (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2015.

For \_\_\_\_\_  
(Indicate name of the Bank)

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(On a non-judicial stamp paper of Rs. 200/-as applicable on date and statute)

### **INDEMNITY BOND**

This Indemnity Bond executed on this ..... day of ..... **Two thousand fifteen** by M/s. .... and having its registered Office at ..... hereinafter called the said Transporter/s (which expression shall mean and include the partner or partners for the time being of the firm and also include their or his respective heirs, executors, administrators, its successors and assigns in law) in favour of Bharat Petroleum Corporation Limited a Company registered under Indian Companies Act, 1913 having registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai 400 001 hereinafter called 'THE COMPANY' (which expression unless repugnant to the context shall include its successors and assigns) of the ONE PART and M/S ..... a Proprietorship / Partnership Firm / Private Limited / Limited Company having registered office / place of business at ..... hereinafter called "THE TRANSPORTER" or Transporter (which expression shall be deemed to include legal heirs and executors of the present constituents in case of firm or official liquidator in case of Company) of the OTHER PART.

WHEREAS the Corporation has awarded transport contract to the said Transporter for transportation of packed lubricants for the period of 1 year effective from \_\_\_\_\_ and extendable for another one year at Corporation's option on the same rates, terms and conditions as per contract agreement signed and WHEREAS the said Transporter has offered ..... Nos. of ISO type containerised trucks to the Corporation owned by the said Transporter and .....No. of ISO type containerised trucks attached to their firm but not owned by them and declared under their control as their own. Details of these trucks are given in the list attached to the said transport contract Agreement.

AND WHEREAS the Transporter offers the aforesaid number of ISO type containerised trucks either owned by them and/or declared by the Transporter claiming as their own or any addition of ISO type containerised trucks made subsequent to the award of contract and declared as (either owned directly or attached to the firm).

AND WHEREAS the said Transporter has requested the Corporation to accept the said ISO type containerised trucks and the additional trucks made available subsequent to the award of contract, offered under the requisition slip of the said Transporter and the said Transporter has agreed to execute this Indemnity Bond.

IT IS, therefore, the intent of the Indemnity Bond of M/s. ...., the said Transporter to indemnify and keep indemnified the Corporation as stated hereinafter:

- 1) The said Transporter hereby agrees and undertakes to abide by all the terms and conditions of the tender and the transport contract agreement and that the said Transporter shall be solely and absolutely responsible and liable with regard to the said ISO type containerised trucks and the additional trucks made available subsequent to the award of contract and keep the corporation indemnified against any loss, damage, liability and/or third party claim, whatsoever, which the Corporation may suffer due to utilisation of the said ISO type containerised trucks and the additional ISO type containerised trucks made available subsequent to the award of contract, not owned by the said Transporter.

- 2) M/s. .... , the said Transporter, hereby undertakes to indemnify and keep indemnified the Corporation against all losses, damages and claims of whatsoever nature which may arise against the Corporation by way of utilisation of the said ISO type containerised trucks and the additional ISO type containerised trucks made available subsequent to the award of contract, due to accident, negligence of the driver / cleaner or other staff of the truck or due to the truck operator getting involved in any criminal act of whatsoever nature and the said Transporter undertakes and hold himself liable and responsible for all these losses, damages and/or liabilities without involving the Corporation therein.
  
- 3) M/s. .... , the said Transporter further undertakes to indemnify and keep the corporation indemnified against all suits, litigations / court proceedings, demands, claims or any action which may arise against the Corporation due to utilisation of the said ISO type containerised trucks and the additional ISO type containerised truck made available subsequent to the award of contract.
  
- 4) Finally, M/s. .... the said Transporter undertakes that all the terms and conditions of the tender and transport contract agreement dated .....shall be applicable and the said Transporter shall be liable as per these terms and conditions for the utilisation of the said ISO type containerised trucks and the additional ISO type containerised trucks made available subsequent to the award of contract, offered to the Corporation in the same manner as if these trucks are owned by the said Transporter.

SIGNATURE: .....

NAME :  
(Signed as Proprietor / Partner / Director)

NAME & ADDRESS .....  
OF THEIR FIRM .....

BEFORE ME  
PUBLIC NOTARY



## FORM – 'B'

STATEMENT TO BE FURNISHED BY TRANSPORTERS IN RESPECT OF EACH AND EVERY VEHICLE (ISO TYPE TRUCKS) BEFORE AWARD OF CONTRACT.

Sr. No.	Particulars	To be filled by Applicant
1	Name of the Firm:	
2	Address:	
3	Truck Registration No.	
4	Truck Make & Model	
5	Truck Capacity in KGs :	i. RLW – ii. ULW – iii. Pay Load – iv. (RLW – ULW) v. GVW –
6	Chassis No.	
7	Engine No.	
8	Year of Fabrication (for ISO type containerized trucks)	
9	ISO type Container No.	
10	Name of the Owner of ISO type Container Truck as per the R C Book	
11	Address of the Owner of the ISO type Container Truck as per R C Book	
12	Relationship of the ISO type Truck Owner with the Tenderer	
13	State Contractual obligation or any other obligation with the firm for the truck.	
14	Hypothecation with	
15	Contract with	
16	Sub Contract with	
17	Permission as of Owner on affidavit as per BPCL format to allow to use the truck against this contract	
18	State whether the truck is in use  If Yes, Name of Transporter / Organisation / Company under whose contract the truck is running and w.e.f.	Yes / No  Name:  w.e.f
19	Whether the truck is suspended / blacklisted by any Organisation / any other Company	
20	Whether fitted with Safety fittings	

This is to certify that the details as furnished by us have been verified and found correct. We have not made any misrepresentation with the view to get the contract in our favour. If any information is found to be incorrect, the contract awarded to us shall be liable to be cancelled by the Corporation and we shall be liable to pay to the Corporation such damages as Corporation may be put to due to termination of the contract. We also undertake that should there be any action against the Corporation on account of award of contract in our favour on the basis of misrepresentation, we shall keep the Corporation completely indemnified against all the losses/damages, litigation, court action etc. This undertaking forms a part of contract agreement.

The above certification is true and if subsequently any of above declaration is found false or suppressed, action as deemed fit in respect of the truck or me as a Transporter can be taken by BPCL.

WITNESS:

(Name) \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

SIGNATURE : \_\_\_\_\_  
(Signed as Proprietor/Partner/Director)

NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

NAME OF THE FIRM : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

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