

BHARAT PETROLEUM CORPORATION LIMITED
(A Govt. of India Undertaking)

TENDER NO. BPCL/WR/LPG/LOG/PVT BOTT/02/2010/MUMBAI

TENDER FOR PROVIDING BOTTLING ASSISTANCE TO FEED
MUMBAI MARKET

CREDENTIAL BID

To be submitted at the following address in sealed envelop marked
“TENDER FOR PROVIDING BOTTLING ASSISTANCE TO FEED
MUMBAI MARKET

REGIONAL LPG MANGER, WEST
Bharat Petroleum Corporation Ltd.,
“A” Installation, Sewree Fort Road,
Sewree (East), Mumbai 400 015
PHONE: 24127428 / 24176256

Please affix your rubber stamp and sign on each page along with all
enclosures.

Please quote rates in Schedule of Rates – Annexure-VI

CLOSING DATE / TIME : 30/09/2010 at 1100 Hours

OPENING DATE / TIME : 30/09/2010 at 1130 Hours

BHARAT PETROLEUM CORPORATION LIMITED
(A Govt. of India Undertaking)

Bharat Petroleum Corporation Limited invites quotation for LPG Cylinder bottling assistance for its markets in Mumbai (Maharashtra), in the prescribed format under two part bid (Credential and Price Bid system).

TENDER NO. BPCL/WR/LPG/LOG/PVT BOTT/01/2010/MUMBAI

CLOSING DATE / TIME: 30/09/2010 at 1100 Hours

TERMS AND CONDITIONS

Marketing Companies within the meaning of Liquefied Petroleum Gas (Regulation of Supply & Distribution) Order 1993 and amendments thereafter from recognized agencies and having LPG bottling plants at **Mumbai / Thane** can bid for the above tender. Successful tenderer shall be short listed after taking into consideration the technical suitability of the plant, quoted filling cost and overall logistics cost to Bharat Petroleum Corporation Limited.

Tender Document consists of the following documents:

Sr. No.	Document	Annexure Details
1	Instructions to tenderers	ANNEXURE-I
2	Tenderers credentials, Bio-data	ANNEXURE-II
3	Details of Plant Facilities, Machinery & Logistics	ANNEXURE-III
4	Proforma for Agreement for Bottling Assistance	ANNEXURE-IV
5	Integrity Pact Programme	ANNEXURE-V
6	Price Bid	ANNEXURE-VI

ANNEXURE-I

INSTRUCTIONS TO TENDERERS

1. Submission of Credential and Price bids

- (a) The bids in the sealed cover, super scribing the Tender number should be submitted on or before the due date and time specified in the tender. The bids clearly marked as CREDENTIAL BID and PRICE BID shall be put in a separate enclosed envelope respectively and sealed. These two envelopes together shall be put in another envelope and sealed and submitted.
- (b) All pages of the Tender document shall be signed by authorized signatory only or the person holding the Power of Attorney. Official seal of the person signing with designation should be affixed on each page. Necessary documents relating to the Power of Attorney should be enclosed with the tender. The tender should contain the following documents:
- (c) Each Page of Annexure I to VI duly filled in (wherever applicable) should be duly stamped and signed by an authorized signatory and returned back to us.
- (d) The entire tender document can be downloaded from our corporate website www.bharatpetroleum.in & the tender fee by way of DD for Rs. 2500/- favoring Bharat Petroleum Corpn. Ltd., payable at Mumbai should be enclosed with the downloaded tender together with EMD. Non submission of tender fee shall not be considered.
- (e) Counter Terms & Conditions will not be accepted. Overwriting should be avoided, Corrections, if any, should be signed by the tenderer
- (f) Integrity Pact - Proforma of Integrity Pact shall be returned by bidder/s along with the bid documents (Credential Bid in case of 2 part bids), duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed along with the bid documents shall result in the bid not being considered for further evaluation.. If the bidders 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 entitled to demand and recover from Bidder Price reduction amount by forfeiting the EMD/Performance Guarantee (SD) as per provisions of the Integrity Pact.c. If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity pact, BPCL shall be entitled to demand and recover from contractor Price reduction amount by forfeiting the Performance Guarantee (SD) amount as per provisions of the Integrity Pact.. Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor.

The name, address and contact numbers of the nominated Independent External Monitor are as follows:

Mr.Uppiliappan Sundararajan,
Flat no.3A-1302,
Whispering Palms,
Lokhandwala Complex, Akurli Road,
Kandivali (east)
Mumbai – 400 101
Contact no.022-29650600, 29654790
Mobile : 9820503000

(g) The tender documents shall be submitted at the following address:

REGIONAL LPG MANGER (WEST)
LPG SBU WR, Bharat Petroleum Corporation Ltd.,
“A” Installation, Sewree Fort Road, Sewree (East),
Mumbai 400 015

2. Submission of Earnest Money Deposit

- (a) Tenderer shall furnish Earnest Money Deposit of Rs.1, 00,000/- (Rupees One lakh) by way of a Demand Draft from a Nationalized/Scheduled Bank in favour of “BHARAT Lakh only) by PETROLEUM CORPORATION LIMITED” payable at Mumbai with Credential Bid only. Tender with EMD submitted in any other Form or EMD not found enclosed with the Credential Bid shall be rejected.
- (b) No interest shall be payable on Earnest Money Deposit (EMD).
- (c) Units registered with NSCIC (Copy of valid registration certificate required to be submitted along with Credential Bid) and Public Sector Enterprises (Declaration required to be submitted along with credential bid) are exempted from submission of EMD.

3. Security Deposit

After the award of the job the successful tenderer shall furnish interest free security deposit towards product / equipment security in the form of Demand Draft / Bank Guarantee from a Scheduled Bank in favour of M/s Bharat Petroleum Corporation Limited, payable at Mumbai. The amount of Security Deposit shall be Rs. 30, 00,000/- (Rupees thirty Lakhs)

This Security Deposit shall be released within six months of the expiry of Contract with BPCL and subject to completion of all product / equipment re-conciliation is completed in all respects and the entire inventory of BPCL lying with the successful tenderer is returned to our Mumbai LPG Plant.

4. Computer Hardware, Software, Stationery, electronic Data Transfer and Mail Courier

- (a) Contractor will make arrangement to provide at the Plant Y2K complied PC along with 180 column printer with necessary hardware and UPS / constant voltage transformer or any other device for protection of hardware / software. BPCL will load the latest version of its ERP Package (SAP R/3) into the PC of the contractor for printing of Cash Memos / invoices and other related documents as well as maintenance of accounts.
- (b) All computerized stationery for documentation shall be provided by BPCL.
- (c) The transactions have to be done ONLINE through our ERP (SAP R/3) Package and hence necessary hardware / internet connections have to be provided by the Contractor and the Corporation shall arrange to load the ERP package. Necessary training will be imparted by BPCL.
- (d) ERP connectivity should be on an exclusive telephone line.

5. Scope

The scope of the tender includes but not limited to:

- (a) Storing bulk LPG at your "LPG Bottling Plant" and bottling of Liquefied Petroleum Gas (LPG) into cylinders, purging of cylinders and such related and ancillary activities connected with receipt and storing of LPG and bottling of the same and despatch to Bharatgas distributors / BPCL LPG Plants in trucks.

- (b) Dosing facilities for dosing of additives for manufacturing of Bharat Cutting Gas.
- (c) Although LPG Cylinder Bottling Assistance would be required approx. @ 3400 MT per Month, this is just an indicative Quantity. BPCL does not give any guarantee for minimum or maximum Quantity of LPG Cylinder Bottling Assistance.

Scope of BPCL shall be limited only to providing Bulk LPG, cylinders for filling, valves, regulators, caps and seals, transportation of cylinders as per details provided in this agreement.

6. Qualification Criteria

- (a) The tenderer should be a private marketer within the meaning of Liquefied Petroleum Gas (Regulation of Supply & Distribution) Order 1993 and amendments made thereafter.
 - (d) Credentials bio-data and business standing as detailed in Annexure-II and Plant facilities and logistics detailed in Annexure-III shall be submitted.
 - (c) The tenderer shall have to submit bank solvency certificate.
 - (d) All things being have executed / equal, preference shall be given to the private marketing companies who are executing contract for bottling services for Public Sector Oil Companies viz. Indian Oil Corporation Ltd., Hindustan Petroleum Corporation Ltd. A proof of this has to be enclosed by the Tenderer.
7. The plant location, layout, construction and design philosophies shall meet the requirements of OISD Standards 144/169. The Plant should have approval / License from CCOE for Bulk LPG storage, LPG cylinder storage and for the filling facilities. The filling machines, the check scale and weigh bridge should be duly certified by Weights & Measurement Department. Approval should also be available from Local Factory Department, Pollution Control Board and other statutory authorities as applicable.

The Plant in operation shall have all approvals / permissions from all the statutory and Non Government Agencies. BPCL shall in no way be held responsible if any of the permission is found to be not complied with by the tenderer.

LPG bottling plant of the bottler should be located in Mumbai / Thane (Maharashtra). The location of LPG bottling plant shall be well located logistically to work economically for the BPCL for various markets. Each LPG Bottling Plant should have minimum two bulk storage tanks to receive and bottle exclusively.

The plant should have a minimum filling capacity of 1500 MT of LPG per month and should be exclusively offered to BPCL. LPG Bottling Plant should be equipped with Fire Fighting Facilities as required as per OISD 169 or OISD 144 standards.

8. It is up to the discretion of BPCL to accept the whole or part of the capacity offered by the tenderer. Also, BPCL at its sole judgments and discretion can accept the part capacity and later on enhance the same depending upon the increase in the market demand, opening of new distributorships in future, as also to meet the rescue demand in case of disruption / stoppage of supply from any of its plants / assisted company plants, irrespective of market / location.

The facilities in the plants in operation offered by the Tenderer to BPCL for bottling shall be reviewed by BPCL, in line with its own requirements, and the vendor has to upgrade all the facilities as required by BPCL.

The award of work will be subject to physical / technical inspection of the plant carried out by BPCL officials. Further, process of the tender will be based on the above inspection. BPCL reserves the right to reject the offer based on inspection.

In case of power failure, provision of adequate number of DG sets shall be available at the Plant for full load operation, lighting and critical equipment running.

Unless otherwise stated in the tender documents, the losses shall be calculated on the Standard Operating Procedure of the Public Sector Oil Companies, preferably BPCL.

9. Though not compulsory, but plants having ISO 9000/14000 accreditation shall be preferred
10. **THE TENDERER SHOULD NOTE THAT BHARAT PETROLEUM CORPORATION LIMITED RESERVES THE RIGHT TO AWARD THE JOB IN WHOLE OR PART AS ALSO SPLIT THE JOB FOR DIFFERENT LOCATIONS TO DIFFERENT TENDERERS AT ITS SOLE DISCRETION.**

11. Bharat Petroleum Corporation Limited also reserves the right to award the job of any one market and decides not to award the balance jobs in other markets to any of the tenderer and/or cancel to award the job of other markets at its sole discretion and without assigning any reason whatsoever.
12. Bharat Petroleum Corporation Limited also reserves the right to cancel the tender in whole or part as the case may be at its sole discretion and without assigning any reasons whatsoever.
13. BPCL reserves the right to accept or reject the tender in whole or part at its sole discretion without assigning any reason.
14. BPCL shall not be bound to accept the lowest tender. Successful tenderer shall be short listed after taking into consideration the technical suitability of the plant, quoted filling cost and overall logistics cost to Bharat Petroleum Corporation Limited. BPCL reserves the right to accept any tender. Decision of BPCL in this regard is final and binding and shall not be questionable.
15. BPCL reserves the right to extend the last date for submission of the tender in which case the rates quoted should be further valid for the extended period also which shall not be more than 30 days beyond the validity period as mentioned hereinafter in clause 17.
16. BPCL reserves the right to amend the present clauses / add new clauses for monitoring the operation, accounting purposes, quality control, etc. at the discretion of the Corporation.
17. Validity of the offer should be for a period of 180 days from the due date / extended due date for submission of the tender.
18. The agreement referred to in Annexure-IV shall not be assigned, transferred, sub-contracted or sublet in any manner whatsoever. Any attempts to do so in any manner shall give right to BPCL to rescind the agreement without restricting the other remedies and claims available to it.
19. The bottling assistance is required by BPCL for a period of 2 years. The contract can be extended for a further period of one year on the same rates, terms and conditions on and mutual acceptance. However the agreement can be terminated by either party by giving 30 days advance notice.

ANNEXURE- II

TENDERER'S CREDENTIALS, BIO-DATA AND BUSINESS STANDING

1	Name of the Applicant	
2	Nationality	
3	Full Address	
	Telephone No./Fax No. & e-mail ID	
4	Whether the firm is a private or public limited concern, or Hindu Undivided family, individual or a registered partnership firm ? (Attested copies of Deeds of Articles of Association shall be enclosed)	
5	Address of the Registered Office with Tel. nos.	
6	Correspondence address of Office with tel. nos.	
7	Year of establishment of the firm	
8	Registration No. of the firm, if any.	
9	Name of person holding Power of Attorney	
10	Present address of person holding Power of Attorney	
11	Nationality of Person holding Power of Attorney	
12	Liabilities of Person holding Power of Attorney	
13	Name of Partners	
14	Full addresses of the partners	
15	Liabilities of the partners (Attested copies of Partnership Deed to be enclosed)	

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16	In case of a firm, Name of Banker and full address (Banker's report in original giving financial capability of the firm to handle works of the required magnitude shall be enclosed)	
	Credit arrangement with Banker's along-with the limit for Bank guarantees.	
	Enclose bank solvency Certificate	
17	Whether the applicant has qualified persons with technical and process / operational background to deal with operations/ maintenance, engineering, documentation, finance, safety and security of LPG Plant?	
	(List of persons, along with their qualifications and experience shall be enclosed)	
18	Whether the applicant is enlisted with another public sector undertaking viz., Indian Oil Corporation Limited, Hindustan Petroleum Corporation Limited, IBP Company Limited or any of its joint venture companies for providing bottling assistance ? If so, give details.	
	List of jobs executed (list only storing and bottling assistance jobs)	
	Documentary proof of having executed the above jobs.	
	Quantity and value of jobs.	
19	Whether the applicant is a shareholder or partner of any firm listed with BPCL? If so give details.	
20	Whether the applicant or any of his partner or shareholder is / are members of Indian parliament or any State Legislatures? If so, give details.	
21	Whether applicant has in his roll any dismissed Govt. Servant / Employees of the Undertaking?	
22	Has the applicant or any of his partners or share holders been blacklisted or removed from approved list of contractors or demoted to lower class, or orders passed, banning / suspending business with the applicant by any undertaking / firm in the past? Please give details.	

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23	A list of persons who are working with applicant in any capacity and who are near relatives to any officer in a public sector undertaking and / or in the Ministry of Petroleum shall be furnished. The applicant should also intimate the names of such persons who are employees by him subsequent to his engagement as a contractor.	
24	Permanent Income Tax Account No.	
25	Copies of last two years balance sheet and profit and loss account shall be enclosed.	
26	Whether the applicant has full knowledge of statutory requirements pertaining to LPG operations.	
27	Any other relevant information, the entrepreneur may wish to furnish.	

Attach extra sheet if the space provided is insufficient to incorporate the details.

CONTACT PERSON DETAILS

Tenderer is requested to fill in the following Details.

1. Name of the Contact Person at Tenderer's Office who can be contacted for clarifications if any regarding this job.
2. Designation:
3. Phone No. :
4. Fax No. :
5. E mail Id :
6. Full Address for Correspondence:

BANK DATA DETAILS

National Electronic Fund Transfer (NEFT) Mandate Form

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

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

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

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

Signature of the Vendor

Bank Certificate

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

Date:

Place:

Authorized Official of Bank

This is to certify that we shall not be quoting for the work under more than one name.

We have read the tender documents and understood the same in full and declare that we will abide by the same.

We also enclose the tender document duly signed in token of our acceptance.

SIGNATURE:

NAME OF THE APPLICANT:
(Authorized Signatory)

DATE:

RUBBER STAMP:

ADDRESS:

ANNEXURE-III

DETAILS OF PLANT, FACILITIES AND MACHINERY AND LOGISTICS

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

LOCATION OF PLANT:

DISTRICT:

PART A

Sr. No.	Land Details	Units	To be filled by the Tenderer
1	Date acquired	Month / Year	
2	Total Area	Acres	
3	Ownership type	Leased / owned	
4	Lease details if any		
5	Duration	Month / years	
6	Deposit	Rs. Lakhs / Year	
7	Current / Previous owners	Govt / Pvt.	
8	Availability of approach road	Kachcha / Pucca	
9	Whether the plant is constructed / meeting the requirements as per / of	OISD Std 144 OISD Std.169	
10	Are you providing LPG cylinder bottling assistance to any other PSU Oil Company (enclose Xerox copy of the order)	Name of Company Location Dist & State Qty/ month	
11	Are you providing LPG Cylinder Bottling Assistance to any other Parallel Marketing Company (Enclose Xerox copy of the Order)	Name of Company Location Dist and State c. Qty./Month	

PART B

LOCATION OF PLANT:

DISTRICT:

PLANT AND MACHINERY DETAILS

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

Sr. No.	Description	To be filled in by the tenderer
1	RATED PLANT CAPACITY / MONTH	
2	Per shift / day capacity of the bottling plant	MT:
		In no. of cylinders
		(Based on 14.2 kg LPG net weight cylinders)
3	Stationery filling scales	No.
4	Heads of carousel – 12/18/24 (specify) and No. of carousels	No. _____ Heads _____
		No. _____ Heads _____
5	Licensed capacity of the sheds as per CCOE License.	Full cylinders :
		Empty cylinders :
		(based on 14.2 kg LPG net weight cylinders)
6	License details with date for packed storage (enclose Xerox copy)	
7	Bulk storage capacity (in MT)	
8	Spheres	No. x Size Capacity (MT)
		1
		2
		3
		4
9	Bullets	No. x Size Capacity (MT)
		1
		2
		3
		4
10	Licensed bulk storage capacity as per CCOE License	
11	License details with date for bulk storage	

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	(Enclose Xerox copy)	
12	a. Whether spheres or bullets used for storage of LPG only or any other compressed gas, if so please state with details.	a.
	b. What are the arrangements existing to avoid intermixing of two products	b.
	c. Any manifold provided, if so please state.	c.
	d. Any spool piece provided, please state.	d.
	e. Any ROV provided for segregation, Please state.	e.
13	Capacity of weigh bridge in MT	a.
	Mechanical / electronic	b.
14	No. of bulk truck loading /unloading bays	
	LPG Compressor – unloading capacity per shift	No..... Make..... Capacity
15	LPG Pumps	No..... Make..... Capacity (Cubic meters/ hr.)
16	a. If the pumps are used for loading / unloading any product other than LPG, please state which product and what arrangements are exist for segregation of products to avoid intermixing and maintaining strict quality control.	a.
	b. If any other means than pumps for loading / unloading, please state. Also, state for which product and arrangement for segregation of LPG from these products.	b.
17	a. Whether 2% cylinders are checked SQC prior to loading into the trucks.	a.
	b. If yes, whether on-line or a separate check scale provided in the shed for statistical quality.	b.
	c. Whether it is suitable for weighment of 14.2 kg and 19 kg LPG (net weight) cylinders.	c.

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	d. What is the least count of the check scale?	d.
	e. Whether a separate register is maintained for 2% cylinders checked before loading into truck.	e.
	f. Whether separate check scale exists for checking SQC of 35 KG and 47.5 kg LPG (Net weight) cylinders before loading the cylinders in the truck.	f.
	g. What is the arrangement for re-sealing the cylinder after SQC check is correct?	g.
18	No. of check scales and least count in gms for 14.2 kg and 19 kg LPG (net weight) cylinders – inline.	1
		2
		3
		4
		5
		6
19	No. of check scales and least count in gms. for 14.2 kg and 19 kg LPG (net weight) cylinders for 2% SQC before despatching cylinders to market / loading into the trucks.	1
		2
		3
		4
		5
		6
20	No. of check scales and least count in gms. for 35 kg and 47.5 kg LPG (net weight) cylinders – in line.	1
		2
		3
		4
		5
		6
21	No. of check scales and least count in gms. for 35 kg and 47.5 kg LPG (net weight) cylinders for 2% SQC before despatching cylinders to market / loading into the truck.	1
		2
		3
		4
		5
22	What is the arrangement for segregation of defective filled cylinders generated in the Plant?	

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23	What is the capacity of the test bath and what is the maximum size of cylinder which can pass through it without any problem.	
24	What is the arrangement for correction of overfilled / under filled cylinders.	
25	What is the arrangement for checking / segregation of filled defective cylinders returned from the market to the plant.	
26	Whether the employees are capable of identifying a. Technically spurious cylinders b. Easily identifiable spurious cylinders	
27	What is the arrangement for identifying spurious cylinders received in the truck / distributors / market?	a.
	Whether records are maintained for spurious cylinders	b.
28	What is the arrangement for identification / segregating due for pressure testing cylinders in the Plant	a.
	Whether records are maintained for due for pressure testing cylinders	b.
29	Do you have a crushing machine to crush spurious / rejected cylinders and if so of what capacity (average No. of cylinders crushed / shift)?	
30	Whether the head of filling gun/ machines matches / suitable for filling PSU cylinders. Distributors / market.	a.
	If not are you willing to change the valve head to suit PSU Valve or provide separate filling machines.	b.
	NOTE: The valve size of PSU cylinder is different than the parallel marketing company cylinders, thus filling guns/ machines suitable for filling PSU cylinder is required.	
31	Fire fighting facilities available at the plant and details therefore e.g. number of monitors, hydrants, fire extinguishers, Fire water engine, & details of water storage facility for fire fighting etc.	1
		2
		3
		4
		5

ANNEXURE-IV

PROFORMA FOR AGREEMENT FOR BOTTLING ASSISTANCE

This agreement made at On this day of Two Thousand between M/s (Tenderer) a company registered under Companies Act 1956 having their Registered Office athereinafter called 'tenderer' or 'licencee' or (which expression shall unless repugnant to the context, mean and include their successors permitted assigns) on one part and M/s Bharat Petroleum Corporation Limited, a Government of India Enterprise, registered as a Company under the Companies Act, 1956, having its Registered Office at Bharat Bhavan, 4&6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001, hereinafter called BPCL (which expression shall unless repugnant to the context, mean and include their successors permitted assigns) on the other part.

Whereas BPCL carries on the Business of refining and sale of petroleum products and more particularly of LPG.

And whereas the M/s.....are the owners of with storage tanks and other facilities for storing and bottling LPG cylinders at their LPG Plant atwith related equipment and pipelines, pumps, filling and discharge points, etc.

And whereas BPCL at the request of the tenderer has agreed to appoint the tenderer as its licencee for storing of LPG in Bulk and providing bottling assistance in LPG cylinders from the LPG Plant / Plants at

And whereas tenderer M/shas agreed to receive and store LPG in bulk of BPCL and also receive and store empty cylinders and bottle cylinders belonging to and on behalf of BPCL by complying with all necessary Rules, Regulations, instructions and directions relevant, applicable and issued by the Government of India / State Government, statutory and local authorities, and BPCL from time to time.

AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. Definitions :

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

1. The “Tenderer” or Contractor” or “Bottler: shall mean the tenderer whose tender has been accepted by “BPCL” desirous for rendering bottling assistance from their bottling plant / plants.
2. The “LPG PLANT: or “LPG BOTTLING PLANT” or Plant or Plants shall mean LPG BOTTLING PLANT belonging to the tenderer. (It can be one or more than one.)
3. The “CONTRACT” shall mean the totality of the agreement between the parties as derived from the tender documents.
4. ‘ACCEPTANCE OF TENDER” shall mean the Acceptance of Tender conveyed by ‘BPCL” to the Tenderer.
5. “TENDER DOCUMENTS” shall mean the following documents

Sl. No	Documents	Annexure Details
1	Instructions to tenderers	Annexure-I
2	Tenderers credentials and Biodata	Annexure-II
3	Details of plant facilities and logistics	Annexure- III
4	Proforma for Agreement for bottling assistance	Annexure-IV
5	Integrity Pact Programme	Annexure-V
6	Priced Bid	Annexure-VI

6. “PLANT PREMISES” means areas covered by the boundary wall of LPG Plant belonging to tenderer.

7. The “LPG” stands for Liquefied Petroleum Gas mixture of certain hydrocarbons predominantly a mixture of butane and propane, condensed to liquid state at normal ambient temperature by the application of pressure and which conforms to Indian Standard specification No. IS 4576 having vapour pressure not exceeding 16.87 kg / cm² at 65o C.
8. The “BULK LPG” means LPG in bulk quantity received by road tankers and stored in storage vessels and handled through pipelines, filling machines, compressors, pumps etc.
9. “LPG TANK TRUCK UNLOADING” means unloading of Liquid phase of Bulk LPG from pressure vessel of tank truck and thereafter recovering vapour phase of LPG till pressure in tank truck bullet is brought down to 2 – 2.5 kg / cm².
10. The ‘PACKED LPG’ means LPG filled in cylinders.
11. “CYLINDER: means a metal container utilized for storing LPG conforming to IS 3196 and as certified by BIS and as approved by CCE.
12. The “VALVES” means a valve which is fitted on a cylinder conforming to IS 8738 and as approved by CCE.
13. The “O-Ring” means a joint packing which is fitted in the valve.
14. “SAFETY CAP” means cap fitted on valve to prevent leaks and withstand LPG pressure of 17 kg/cm².
15. “PURGING OF CYLINDERS” means introducing LPG inside new degassed cylinders and displacing air from the cylinder.
16. “PURGED CYLINDER” means a cylinder which has already been commissioned as per above.
17. The “SEAL” means PVC hot air shrinkable / Aluminum Seal put on the cap of the valve of the cylinder for the purpose of sealing a cylinder after it has been filled with LPG.

18. The "SOUND FILLED CYLINDER" means the cylinder conforming to IS 5845 and which has been filled with LPG and kept ready for despatches / marketable in all respects.
19. The "DEFECTIVE FILLED CYLINDER" means the cylinder which is not fit for despatch / marketable for one reason or other. It could also mean a defective cylinder received from the market.
20. The "SOUND CYLINDER" means the cylinder meeting IS:5845 standards.
21. The 'DEFECTIVE CYLINDER" means cylinder which is empty and not fit for filling. It may be purged or unpurged.
22. "MANDATORY TEST CYLINDER" means a cylinder which is due for statutory testing
23. "NEW CYLINDER" means a cylinder which has been received directly from manufacturer or new cylinder supplied by "BPCL" from his stocks and is not purged.
24. "REJECTED CYLINDER" means a cylinder not meeting IS 5845 and not serviceable and kept ready for crushing and disposal.
25. "FILLING GUN" means equipment used for fixing on the cylinder valve at filling scales for filling LPG.
26. "DEGASSED CYLINDER" means cylinder where LPG is emptied out by displacing with water.
27. "VALVE LEAK" means LPG leakage through valve joint or spindle seat of the valve.
28. "BUNG LEAK" means LPG leakage through the nozzle of cylinder meant for fixing cylinder valve.
29. "O-Ring" DEFECT MEANS "O" ring which is worn / damaged and which can result in LPG leakage when regulator is fixed on cylinder.
30. The "EVACUATION UNIT" means set of equipments used in the process of evacuating defective filled cylinders.

31. "CVT" or 'COMPACT VALVE TESTER" means an equipment meant for detecting valve/'O' ring leak of LPG from valve of cylinder.
32. "DEPRESSURISED CYLINDER" means LPG cylinder where LPG is vented out fully from cylinders.
33. "HOT REPAIR" means repairing of degassed damaged part of cylinders ie., VP ring, foot ring, etc through hot work namely gas cutting and welding and thereafter stress relieving the cylinder.
34. "COLD REPAIR" means repair of LPG cylinder, which does not involve any hot work as mentioned above.
35. "SPURIOUS CYLINDER" means LPG cylinder, which is not owned by any of the Company marketing LPG and also not certified by BIS.
36. BIS means Bureau of Indian Standards.
37. CCOE means Chief Controller of Explosives.
38. IS means Indian Standards.
39. "MT" means Metric Tonne.
40. "PDP" means Planned Delivery Program.

B. SCOPE

1. The scope of the agreement includes but not limited to:
 - (a) Storing bulk LPG at "the LPG Bottling Plant" of tenderer and bottling assistance of Liquefied Petroleum Gas (LPG) into cylinders, purging of cylinders and all such related and ancillary activities connected with receipt and storing of LPG and bottling of the same and despatch to Bharatgas Distributors / BPCL LPG Plants in trucks.

- (b) Dosing facilities for dosing of additives for manufacturing of Bharat Cutting Gas.

Scope of BPCL shall be limited only to providing Bulk LPG, cylinders for filling, valves, regulators, caps and seals, transportation of cylinders as per details provided in this agreement.

2. The Plant location, layout, construction and design philosophies

The Plant Location, layout, construction and design philosophies shall meet the requirements of OISD Standards 144/169. The plant should have approval / Licence from CCOE for Bulk LPG storage, LPG cylinder storage and for the filling facilities. The filling machines, the check scale and weigh bridge should be duly certified by Weights & Measurement Dept. Approval should also be available from Local Factory Department, Pollution Control Board and other statutory authorities as applicable.

The plant in operation shall have all approvals / permissions from all the statutory and Non-Government Agencies. BPCL shall in no way be held responsible if any of the permission is found to be not complied with by the tenderer.

The location of LPG Bottling Plant / Plants shall be well located logistically to work economically for the BPCL for various markets as indicated. The LPG Bottling Plant should have minimum two Bulk Storage tanks. Plant should be equipped with fire fighting facilities as required per applicable OISD Standards.

The tenderer should be able to spare the same tankages, exclusively for storing BPCL's product. The plant should have a minimum filling capacity of 1000 MT of LPG per month. LPG Bottling Plant should be equipped with Fire Fighting Facilities as required as per applicable OISD standards.

It is upto the discretion of BPCL to accept the whole or part of the capacity offered by the tenderer. Also, BPCL at its sole judgment and discretion can accept the part capacity and later on enhance the same depending upon the increase in the market demand, opening of new distributorship in future, as also to meet the rescue demand in case disruption / stoppage of supply from any of its plants / assisted company plant irrespective of market / location.

The surplus capacity can be offered at more than one location. BPCL, depending upon logistics or locational advantage can accept in part or full at one or more plants.

The facilities in the Plants in operation offered by the Tenderer to BPCL for bottling shall be reviewed by BPCL, in line with its own requirements, and the vendor has to upgrade all the facilities as required by BPCL.

In case of power failure, provision of adequate No. of DG sets shall be available at the Plant for full load operation, lighting and critical equipment running.

C. Terms & Conditions:

1. Security Deposit:

Contractor shall have to make an interest free Security Deposit of Rs. 30,00,000/- (Rs. Thirty Lakhs- subject to revision on higher side) towards the bulk and packed LPG and equipments in the form of Demand Draft / Bank Guarantee from a Nationalized/ Scheduled Bank in favour of M/s BHARAT PETROLEUM CORPORATION LIMITED, payable at Mumbai.

The security deposit shall have to be made within 15 days from the date of LOI, failing which BPCL reserves the right to cancel the acceptance of the tender and forfeit EMD of the tenderer.

The security deposit shall be forfeited in case the contractor determines this agreement or BPCL terminates this agreement for reasons mentioned in Clause 34.

This Security Deposit shall be released within six months of the expiry of contract with BPCL and after completion of all product / equipment reconciliation is completed in all respects.

2. Duration of the Agreement

The duration of agreement, unless terminated in line with Clause 34 herein under, shall be for a period of 24 calendar months and can be extended on mutual consent at a sole discretion of BPCL for a further period of 12 months at the same rates, terms and conditions.

3. Receipt and Storage of Bulk LPG

“BPCL” shall arrange delivery of bulk LPG to the LPG Bottling Plant of Contractor through tank trucks under their own arrangement. Contractor shall receive and store LPG so received in the storage tanks at the LPG Bottling Plant on “BPCL” account by complying with the requirements for receipt and storing LPG and account for the receipt in terms of procedure prescribed by BPCL from time to time. The contractor shall comply with all regulations applicable under the Central Excise regulations for receipt of Bonded LPG, storage in the Plant and evacuation by Bottling. All documentation, daily record to be maintained as per rule shall be complied with besides submission of the required declarations.

The responsibility of obtaining necessary licenses handling any related notices, claims shall rest with the tenderer. The Excise duty payments made shall be reimbursed on weekly basis on submission of related documents.

4. Measurement of Bulk LPG

Contractor shall weigh the LPG tank trucks along with bulk LPG on the weigh bridge for determining the gross weight. Thereafter bulk LPG from the tank truck shall be transferred to the storage tanks of the LPG Bottling Plant. Upon completion of transfer of bulk LPG from the tank truck to the storage tank, the empty tank truck shall be weighed for ascertaining the tare weight of the tank truck.

The total quantity of bulk LPG mentioned in the billing document, the document prepared by the shipping location of bulk LPG and accompanying each tank truck and the difference between the gross weight of the tank truck with bulk LPG and the tare weight of the tank truck after transferring LPG into the storage tanks shall be the quantity of bulk LPG received by contractor at the LPG Bottling Plant. Contractor shall make necessary entries in the Billing Document for the total quantity of Bulk LPG so received at the LPG Bottling Plant and the difference, if any between the quantities of Bulk LPG indicated in the billing document and the receipt and obtain acknowledgement of the transporter for actual quantity received.

5. Receipt of cylinders on behalf of BPCL

Contractor shall receive empty cylinders from BPCL, their distributor network and manufacturers authorized by BPCL.

Contractor shall inspect all those cylinders received at the LPG bottling plant and identify those cylinders which are not of BPCL and store them separately.

Contractor shall maintain accounts on receipt of cylinders and shall send weekly statements to BPCL of those receipts.

6. Segregation of Cylinders

Contractor shall segregate BPCL cylinders identified as above under the below mentioned categories:

- (a) Good / usable cylinders
- (b) Cylinders due for 10/5 yearly mandatory testing (DPT)
- (c) Cylinders due for cold / hot repairs
- (d) Defective and leaky cylinders
- (e) Spurious cylinders and regulators
- (f) Cylinders belonging to other Oil Companies / parallel marketers
- (g) Cylinders rejected due to any other reason.

Contractor shall record details of the cylinders under the categories mentioned above and shall give intimation to BPCL of the same on a weekly basis and consolidated report at the month end.

Contractor shall dispatch for necessary testing and repairs to parties as per BPCL advice, such cylinders that are earmarked for mandatory testing, along with cylinders identified for hot and cold repairs. Such cylinders on being received back from these parties after testing and repairs shall be inspected by Contractor as per BPCL directives and as per the format prescribed by BPCL in that regard and segregate such cylinders under the above mentioned categories if they are still found to be defective, etc.

7. Spurious cylinders

The spurious cylinders identified by contractor as mentioned in Clause 6 (a) / (e) above and intimation of which has been given to BPCL shall be kept separately. Contractor shall maintain records of spurious cylinders and give intimation of such cylinders to BPCL and shall keep till such time in a separately identifiable place at the LPG Bottling Plant. Contractor shall take action of these spurious cylinders according to the advice that may be given by BPCL in that regard.

8. Purging of Cylinders

Contractor shall purge at the LPG Bottling Plant the following types of cylinders received by them on behalf of BPCL. Purging shall be carried out according to prescriptions detailed in this regard.

- (a) New cylinders received from the manufacturers
- (b) Cylinders received after mandatory testing / hot repair / cold repair
- (c) Cylinders received from the repairers.

9. Receipt and Storage etc. of Regulators and Valves

Contractor shall receive and store regulators and valves supplied by BPCL, their distributor and manufacturers authorized by BPCL at the LPG Bottling Plant. Contractor shall deliver the regulators to BPCL in that regard. Contractor shall maintain proper records for the regulators and valves received, stored and dispatches and the balance stock of regulators and valves at the LPG Bottling Plant. Defective regulators and valves will be handed over back to BPCL.

10. Provision of cylinder consumables

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

Safety Caps	:	3% of average cylinders filled per month.
'O' Ring of cylinders valve	:	3% of monthly average cylinders filled.
Aluminum Foils / PVC seals for filled cylinders	:	110% of monthly average cylinders filled.
Cylinder Valves	:	0.75% of monthly average cylinders filled.

However, the replacement of valves would be to the extent of actuals. Old defective valves removed from cylinders have to be returned to the nearest BPCL plant as advised.

Cost of all the operations, activities etc. is covered in the bottling cost and shall remain firm till the expiry of the contract.

11. Bottling of LPG

Contractor shall provide bottling assistance for bottling LPG cylinders of BPCL to an extent as mentioned below from its LPG Bottling Plant to various markets in Mumbai or as advised by Territory Manager Mumbai LPG Territory.

12. Filling of LPG cylinders

- (a) Contractor shall fill into good and usable empty cylinders conforming to IS 5845 at the LPG Bottling Plant to the extent of the capacity of each such LPG cylinder.
- (b) Contractor shall segregate all LPG filled cylinders, which contain less quantity of LPG than shall fill LPG into the same so as to bring them to the prescribed standard weight.
- (c) Contractor shall check all LPG filled cylinders for any leak through cylinder body or bung joint valve, O ring defects etc., as per the specifications and prescriptions prescribed by BPCL in that regard.
- (d) Contractor shall cap, seal and fix neck label / heat shrinkable PVC seals on all filled LPG filled cylinders meeting the above mentioned requirements.
- (e) Contractor shall segregate all such LPG filled cylinders which are found to be defective on account of leakage of LPG and shall evacuate LPG for such cylinders as per the procedure relevant in that regard and shall correct the defect so as to make the cylinder fit and proper in all respects. Such leaky cylinders that cannot be set right for filling LPG shall be segregated and removed from the system for purposes of hot repairs or cold repairs. For valve leak cylinders, valves shall be replaced with valves provided by BPCL for bung leak cylinders re-affixing of same valve shall be done, where cylinder O-rings have defect O-ring shall be changed with new O-ring supplied by BPCL and same re-checked. Body leak cylinders shall be evacuated depressurized, and will be kept separately.
- (f) Contractor shall fill into good and usable empty cylinders of any capacity and type as per directions given by BPCL in that regard. Currently, BPCL is marketing 5 Kg, 14.2 kg, 19 kg, 35 kg and 47.5 kg (net LPG weight) cylinders.

- (g) Bottling should be done of only those cylinders which are found to be sound and ready for despatch. Defective cylinders shall be segregated and no filling in defective cylinders shall be done.
- (h) All consumables, valves etc. shall be supplied by BPCL as mentioned in this agreement elsewhere. Teflon tape, thread and tools for changing the valve shall be supplied by the contractor.
- (i) The bottling operations should be carried out taking all safety and quality standards to be provided by BPCL.

13. Storage of filled LPG Cylinders

Contractor shall store filled LPG cylinders at the earmarked place at the LPG Bottling Plant as per rules prescribed in that regard

14. Despatch of filled LPG Cylinders

- (a) BPCL shall issue instructions / advises to contractor regarding despatch / delivery of filled LPG cylinders. Cylinders so despatched should be:
 - (b) In sound condition with correct weight as specified under Clause 12 (a) of this agreement and should not have any leaks. The cylinder should meet IS 5845 and should be capped, sealed and provided with neck label.
 - (c) In case if any of the cylinder so filled at LPG Bottling Plant meets with any accident en-route on truck at distributor's premises, during delivery to customers or at customer's premises, contractor will render all assistance for investigation and establishing thereof reasons for the accident.
 - (d) Contractor shall upon receipt of such instruction / advices from BPCL dispatch / deliver filled LPG cylinders according to the instructions contained therein.
 - (e) Bottling should include only those cylinders which are found to be sound and ready for despatch. Defective cylinders generated during filling are not to be added to bottling figures.

- (f) Contractor at the LPG Bottling Plant shall facilitate loading / unloading of LPG filled / empty cylinders. However, the physical work of loading / unloading the LPG filled / empty cylinders will be carried out by the crew of the transporter arranged by BPCL.
- (g) Contractor shall prepare monthly statement of despatches of LPG filled cylinders made on the basis of advices from BPCL with other details (format will be given later) and shall send monthly statement to BPCL so as to reach them within 3 days of closure of the month. In addition daily statement has to be sent (format will be sent later).
- (h) All dispatches and receipt of bulk LPG should be as per standard documentation procedure to be provided by BPCL.
- (i) All such documents should be preserved till they are audited or till the same is taken over by Mumbai Territory.

15. Product Loss / Gain

- (a) Storage Losses: BPCL will not bear any storage or operating loss and the contractor shall be fully responsible and liable to account for the total quantity of bulk LPG received and stored at the LPG Bottling Plant. No loss shall be on account of BPCL. In respect of any loss occurring during the period of storage / operating, contractor shall compensate BPCL in full and entirely at Bulk LPG Non domestic rate prevailing at that time.
- (b) The product received from defective cylinders if any returned by distributor has to be credited to BPC a/c and credit for cylinders duly authorized by BPC officials for such cylinders has to be given to the distributor. The loss in product in this account has to be borne by the contractor. No Filling charges will be paid for the defective cylinders returned by the distributors.
- (c) Loss of LPG for any other reason: Contractor shall also be responsible for loss of LPG for reasons other than covered under (a) & (b) above and contractor shall compensate BPCL in full and entirely at Bulk LPG Non domestic rate prevailing at that time.
- (d) BPCL to recover the amount so determined under clause (a), (b) and (c) above from the contractor's bills / security deposit etc.

- (e) Unless otherwise stated in the tender documents, the loss shall be calculated on the Standard Operating Procedure of BPCL.

Product Gain

The physical stock will be verified by BPCL from time to time and reconciliation would be done with the book stock. In case of positive stock it will be credited to BPCL a/c and in case of negative stock the same will be recovered from the contractor at prevailing non domestic bulk LPG rate.

16. Variation in Stock of Cylinders, Regulators, Valves etc.

- (a) BPCL shall on the basis of reports and statements submitted by Contractor verify the stock of :

LPG cylinders covered under Clauses 5, 6, 7 and 8
 Regulators and valves covered under Clause 9
 Cylinder consumables covered under Clause 10

- (b) For ascertaining the correct stock of the items mentioned above, a joint inspection by the representatives of BPCL and Contractor shall be conducted at the LPG Bottling Plant for reconciling the physical stock of the items above referred.
- (c) In case any shortage of LPG cylinders, regulators, valves and cylinder consumables, etc are observed after such reconciliation, Contractor shall be intimated of such shortage.
- (d) BPCL shall raise debit note on Contractor for shortage of cylinders / valves/regulators etc noticed as above, at penal rates at that time which are revised from time to time. The current penal rates are as under:

Sr. No	ITEM DESCRIPTION	QUANTUM OF DAMAGE (Rs.)
1	Empty LPG cylinder 33.3 lts. W.C. (14.2 kg LPG) with valve (self closing) and security cap.	2000.00
2	Empty LPG cylinder 44.5 lts. W.C. (19 kg LPG) with valve (self closing) and security cap.	2250.00
3	Empty LPG cylinder 110.5 lts. W.C. (47.5 kg LPG) with valve (self closing) and security cap.	6000.00
4	LPG cylinder valve	150.00
5	Click on type pressure regulator (for self closing valves)	250.00

- (e) The aforesaid penal rates shall be revised from time to time and communicated to the contractor. Contractor shall pay the amount specified in the debit note within 15 days of receipt thereof failing which amount will be deducted from bills payable to Contractor.

17. Maintenance of Accounts

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

Contractor shall maintain at the LPG Bottling Plants true and correct accounts of:

- (a) The quantity of LPG in bulk received from BPCL as referred in Clause 3 and 4.
- (b) Cylinders received from the manufacturers authorized by BPCL and BPCL distributors as referred in clause 5.
- (c) Filled cylinders as referred in clause 12.
- (d) Spurious cylinders received and segregated as mentioned in clause 7.
- (e) Empty cylinders sent for cold, hot repairs and mandatory testing received after such repairs and testing as referred in Clause 6C.
- (f) Defective and spurious cylinders received from distributors of BPCL and transporters as referred in Clause 6.
- (g) Regulators and valves recd. from BPCL as covered under Clause 9.
- (h) Regulators dispatched to BPCL distributors as per Clause 9.
- (i) Compilation and submission of consolidated report of all the activities mentioned from (a) to (h).

Contractor shall make available the records mentioned above for inspection by BPCL.

18. Charges of services and Payment of bills

- (a) BPCL shall pay Contractor charges for the quantity filled after deducting qty of Market returned cylinders and at the rates agreed by the Contractor and BPCL.
- (b) Contractor shall be submitting bills, for authorization, on a monthly basis in the prescribed format with all supporting documents to BPCL Territory Office at Mumbai. Payment shall be made within 15 days from the receipt of bills by TM Mumbai, Mumbai – 400 015.
- (c) BPCL shall however, be entitled to adjust / recover from the bills of the contractor the amounts claimed by them and not paid by the Contractor out of the bills for services rendered by the Contractor and covered under this clause.
- (d) All applicable Tax shall be deducted from the bills as applicable from the bills.
- (e) The rates as mentioned in clause (a) above shall continue to be valid till the expiry of the agreement.

19. Plant Operation:

- (a) Contractor shall operate the LPG Bottling Plant by engaging their own skilled, technically qualified and trained employees and operate the plant in an efficient manner.
- (b) Contractor shall be solely responsible for running the LPG Bottling Plant to fulfill their obligation under this Agreement fully and completely without any responsibility on BPCL for the same.
- (c) Contractor shall be solely responsible for non-operation of the LPG Bottling Plant for all or any of the reasons of whatsoever nature without any reference to BPCL and shall also be responsible for any losses that may accrue to BPCL on account of such non-operation.

20. Compensation in case of bad work

If it shall appear to BPCL that any work has been executed by Contractor with bad, imperfect or unskilled workmanship and are not meeting the standards specified, Contractor shall on demand in writing from BPCL specifying the work complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify or remove or re-execute the work at their expenses.

21. Damages / Penalty

In case of failure of the Contractor to supply the minimum quantity mentioned from time to time, the BPCL shall pay to the contractor the rate applicable to the lowest slab.

22. Computer Hardware, Software, Stationery, Electronic Data Transfer and Mail / Courier.

- (a) Contractor will make arrangements to provide at the Plant Y2K complied PC along with 180 column printer with necessary hardware and UPS/ constant voltage transformer or any other device for protection of hardware/software. BPCL will load the latest version of its ERP (SAP R/3) PACKAGE into the PC of the contractor for printing of billing documents and other related documents as well as maintenance of accounts.
- (b) All computerized stationery for documentation shall be provided by BPCL. Other stationery items like floppies and papers etc. which are of small value can be purchased by the contractor.

23. Subletting of Work

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

24. Suspension of works

Subject to the provisions of this tender, Contractor shall if ordered in writing by BPCL for reasons recorded, suspend all or any part of the work contained in this tender for such period and such time so ordered by BPCL and shall not after receiving such written order proceed with the work therein ordered to the suspended until they receive a written order from BPCL to restart.

25. Inspection of works

BPCL shall inspect the LPG Bottling Plant at any time and Contractor shall afford every facility and assistance to carry out such inspection. Contractor will ensure recommendations arising out of these inspections are complied with within reasonable time-frame.

26. Damage to property

- (a) Contractor shall be responsible for making good to the satisfaction of BPCL any loss of and any damage to properties belonging to BPCL within the LPG Plant, if such loss or damage is due to fault and / or the negligence or willful acts of omission of the Contractor, their employees, agents, representatives or sub-contractors.
- (b) Contractor shall indemnify and keep BPCL harmless of all claims for damage to BPCL property arising under or by reason of this clause.

27. Safety

- (a) Contractor shall observe and follow all safety regulations enforced from time to time by BPCL, Chief Controller of Explosives, Directorate of Industrial Safety, Environment and Pollution Control Board or any other statutory authority local or central from time to time. Contractor shall indemnify BPCL of any liability arising due to non-observance of above regulations.
- (b) Contractor shall take all reasonable care in handling BPCL product, cylinders, valves, regulators etc and shall observe all requirements and regulations governing their storage, handling, etc.
- (c) Contractor shall indemnify and hold BPCL harmless in case of any penalty or other proceedings due to any infringement non-observance of any statutory obligations or government directive relating thereto.

28. Taxes

Contractor shall pay all taxes, levies, duties, octroi, rates, assessments and statutory payment payable under all or any of the statutes etc. now or hereafter imposed, increased from time to time in connection with the bottling assistance rendered by them at the LPG Bottling Plant including annual fees for CCE license, factory license, land rentals etc. Contractor shall defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any violations by them of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against BPCL arising under, growing out of, or by reasons of the work provided for in this agreement, by third parties, or

by Central or State Government authorities or any administrative subdivision thereof. The Contractor shall in case any such demand is raised against BPCL and BPCL has no way but to pay and pays/ makes payment of the same, BPCL shall have the right to deduct the same from the amounts due and payable to the Contractor. The Contractor shall not raise and demand or dispute in respect of the same but may have recourse to recover/receive from the concerned authorities on the basis of certificate of BPCL issued in that behalf.

29. Insurance

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

Contractor in their own interest shall insure the LPG product, LPG Bottling Plants and equipments therein against various risks injury caused to property of BPCL, life of their employees and their distributors. Non compliance with this condition will not entail any liability on BPCL and non waiver of any recovery on account of loss of product / equipment property, dues outstanding against the contractor, etc.

30. Licenses

Contractor shall obtain, possess and renew at their cost, various licences required under the law for operation of the LPG Bottling Plant.

31. Rights

The agreement shall not be construed as creating any right, title or interest or tenancy right in favour of contractor on Bulk product / cylinders / consumables provided under this agreement. Contractor shall not undertake any filling of any cylinders other than that of BPCL. BPCL, however, on specific written request from the Contractor may allow to undertake filling of cylinders owned by the Contractor under conditions specified by BPCL.

32. Lien

- (a) Notwithstanding anything contained in any law and in this agreement, BPCL shall have lien on property of M/s Bharat Petroleum Corporation Limited, the LPG Plant in the matter of recovery of amounts due and payable by contractor to BPCL for which notice or debit notes or invoices or claims have been made by BPCL.

- (b) It is clearly understood by the Contractor that the quantity of LPG stored at LPG Plant, the LPG regulators and valves, all those other equipments, property and machineries of BPCL kept lying and stored or placed at the LPG Bottling Plant shall always remain in the ownership of BPCL.

33. Force Majure

The parties to this agreement cannot be responsible for any failure of performance, delay in performance of their obligations hereunder if such failure or delay shall be the result of any Government Directive relevant to this agreement or due to war, hostilities, act of public enemy, riots or civil commotion, strikes, lock outs, fire floods, epidemics of act of God, arrests and restraints of rulers and people political or administrative acts of recognized or defacto Government Import or export restrictions, compliance with Governmental or local authority or any other cause or cause beyond the control of the parties hereto.

Contractor shall keep records of the circumstances referred to above and bring these to the notice of BPCL in writing within seven days of occurrence of the events.

34. Termination of the Agreement

- (a) During the currency of this agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving one month notice in writing without assigning any reason whatsoever.
- (b) BPCL inter-alia may terminate the agreement for any or all of the following reasons that Contractor have :
- i) Abandoned the work specified in the agreement.
 - ii) Without any lawful reasons suspended the work for 7 consecutive days.
 - iii) Neglected or failed to observe and perform all or any other terms, acts, matters or things under the agreement to be observed and performed by the contractor.

- iv) Without authority acted in violation of the terms and conditions of this agreement and committed breach of the agreement.
 - v) Acted in any manner to the detrimental interest, reputation, dignity, name or prestige of BPCL.
- (c) Upon termination of this Agreement, BPCL will be entitled to forthwith take the cylinders, valves, regulators, unused consumables and / or product available with the Contractor. If for any reason whatsoever contractor prevents BPCL from removing the above, from Contractor's premises, Contractor shall liable to pay BPCL an amount equal to :
- LPG: Selling price for the quantity at Bulk LPG Non domestic rate prevailing at that time.
- Cylinders / Valves and Regulators: Costs as mentioned in Clause 16 (d).

35. Arbitration

- (a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter claim or set off of the Corporation against the Contractor or regarding any right, liability, act, omission or account of any, the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director (Marketing) of the Corporation or some officer of the Corporation who may be nominated by the Director (marketing).

The Contractor will not be entitled to raise any objection to such arbitrator on the ground that arbitrator is an officer of the Corporation or that he has dealt with the matters to which the contract relates or that in the course of his duties as an officer of the Corporation he had expressed views on all or any other matters in dispute or difference.

In the event of arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director (Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director (Marketing) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original arbitrator shall be entitled to continue the arbitration proceedings, notwithstanding his transfer or vacation of office or inability of the original arbitrator.

Such persons shall be entitled to proceed with the point at which it was left by his predecessor. It is also the term of this contract that no person other than the Director (Marketing) or person nominated by such Director (Marketing) of the Corporation as aforesaid shall act as arbitrator there under. The award of the arbitrator so appointed shall be final and binding on all parties to the agreement subject to the provisions of the Arbitration Conciliation Act, 1996 or any other statutory modification or re-enactment thereof and rules made 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 irrevocability given their consent to the Arbitrator to make and publish the award within period referred to herein above and shall not be entitled to raise any objection protest thereto under any circumstances whatsoever.

- (c) The arbitrator shall have the power to order and direct either of the parties abide by, observe and perform all such directions as the arbitrator may think having regard to the matters in difference i.e., dispute before him.

The arbitrator shall have all summary powers and may take such evidence oral and / documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act 1940 including admission of any affidavit as evidence concerning the matter in difference i.e., dispute before him.

- (d) The parties against whom the arbitration proceedings have been initiated, that to say, the Respondents in the proceedings, shall be entitled to prefer a cross claim, counter claim or set off before the arbitrator in respect of any matter or any issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Director (Marketing) for such counter claim, cross claim or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Director (Marketing).

- (e) The arbitrator shall be at liberty to appoint, if found necessary any accountant or engineer or other person to assist him / her and to act by the opinion so taken.
- (f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular shall make separate awards in respect of claims or cross claims of the parties.
- (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 one or both the parties to deposit funds in such proportion to meet the arbitration 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 award or awards made by the sole Arbitrator there-under shall be filed in the concerned courts in the City of Mumbai only.

36. Clerical Errors to be rectified.

Neither party shall take any advantage of any clerical error or mistake which may occur in specifications, plans, instructions or any other papers in connections with the work but such clerical errors or mistakes shall be brought to the notice by one to the other without any loss of time and the same shall be rectified.

37. Jurisdiction

The Agreement shall be deemed to have been made in Mumbai and shall be construed according to the laws of India and the performance of the Contractor of any act on his part herein shall be considered due in Mumbai for the purpose of Jurisdiction. The headings of clauses hereto shall not affect the construction thereof.

In Witness Whereof the parties hereto have signed the agreement on the date, month and year first herein above written.

Signed and Delivered by the

Bharat Petroleum Corporation Limited

Through its Constituted Attorney

In presence of

1

2

Signed and Delivered by

M/s through

In presence of

1.

2.

ANNEXURE-V

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

INTEGRITY PACT

Between

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

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

Preamble

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

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

- b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor/Supplier

- (1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

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

Section 8 - Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 - Other provisions

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

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

Place Witness 1 :
.....
(Signature/Name/Address)

Date Witness 2 :
.....
(Signature/Name/Address)

BHARAT PETROLEUM CORPORATION LIMITED
(A Govt. of India Undertaking)

TENDER NO. BPCL/WR/LPG/LOG/PVT BOTT/02/2010/MUMBAI

TENDER FOR PROVIDING BOTTLING ASSISTANCE TO FEED
MUMBAI MARKET

PRICE BID

To be submitted at the following address in sealed envelop marked
“TENDER FOR PROVIDING BOTTLING ASSISTANCE TO FEED
MUMBAI MARKET

REGIONAL LPG MANGER, WEST
Bharat Petroleum Corporation Ltd.,
“A” Installation, Sewree Fort Road,
Sewree (East), Mumbai 400 015
PHONE: 24127428 / 24176256

Please affix your rubber stamp and sign on each page along with all enclosures.

Please quote rates in Schedule of Rates – Annexure-VI

CLOSING DATE / TIME : 30/09/2010 at 1100 Hours

ANNEXURE-VI

TENDER NO. BPCL/WR/LPG/LOG/PVT BOTT/02/2010/MUMBAI

PRICE BID – FORMAT

From: (Name and Address of the tenderer)

JOB: TENDER FOR LPG CYLINDER BOTTLING ASSISTANCE.

We quote below our competitive rates for rendering bottling assistance as well as services offered to BPCL to bottle cylinders as per BPCL requirements from our LPG bottling plant.

S. No.	Quantity	Amount (Rs/MT)
1	0 to 1500 MTs / per month. (up to 1500 MTs)	
2	0 to 3000 MTs / per month (if Bottling. Asstt. Exceeds 1500 MTs / month)	
3	0 to 3001 MTs and above per month (if Bottling Asstt. Exceeds 3000 MTs / month)	

The above charges are exclusive of service tax but inclusive of all other taxes, levies, duties, rates, assessments and statutory payment payable under all or any of the statutes etc. now or hereafter imposed, increased from time to time in connection with the bottling assistance rendered by them at the LPG Bottling Plant including annual fees for CCE license, factory license, land rentals etc. Increase in rates once finalized on account of levy of new taxes, increase of any nature for whatever reason etc. shall not be considered till the completion of the contractual period.

Bottling should include only those cylinders which are found to be sound and ready for despatch. Defective cylinders generated during filling are not to be added to bottling figures.

1. We have read the tender document comprising Annexure I to V and have understood the same fully and completely.
2. We hereby agree to execute the agreement as per draft signed by us and enclosed hereto upon acceptance of the tender by BPCL and communication of the same to us.
3. We hereby agree and undertake to give Bank Guarantee (s) equivalent to Rs. Thirty lakhs (Rs. 30,00,000/- only- subject to revision on higher side) from a Nationalized / scheduled bank in favour of BPCL, payable at Mumbai as per the Proforma prescribed by BPCL in terms of the agreement to be executed by us after acceptance of our tender.
4. Our offer is valid for 180 days and in terms of BPCL's instruction to tenderers our offer would also be valid during the period, if any, extended by BPCL which shall not be in any case more than 30 days beyond the period of 180 days.
5. We agree to provide Bottling assistance for a period of two years, and then for a further period of one year on mutual extension of the contract. However, BPCL reserves to exercise its right to terminate the agreement any time prior to expiry date.
6. We understand that the quantities mentioned above are approximate and no minimum business can be assured by BPCL.
7. We understand that the above rates are applicable to all types of cylinders currently being marketed by BPCL.
8. All other terms and conditions remain unchanged.

SIGNATURE AND SEAL OF THE TENDERER
(Authorized signatory only)

DATE

PLACE