

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

**\TENDER NO.BPCL/LPG/PKD/WR/2011/03/MUMBAI**

**TENDER FOR TRANSPORTATION OF BPCL PACKED LPG CYLINDERS TO**  
**MARKETS OF MUMBAI LPG TERRITORY**  
**EX – BPCL MUMBAI REFINERY (MAHUL) LPG PLANT, PVT BOTTLER AT**  
**MAHUL, MURBAD**

**CREDENTIAL BID**

To be submitted at the following address in sealed cover marked "Tender for Transportation of BPCL Packed LPG cylinders to markets of Mumbai LPG Territory ex – BPCL Refinery (MAHUL) LPG Plant, PVT Bottler at Mahul, Murbad

REGIONAL MANAGER (LPG),  
BHARAT PETROLEUM CORPORATION LIMITED,  
“A” INSTALLATION, SEWREE FORT SEWREE (EAST),  
SEWREE, MUMBAI - 400015  
(Maharashtra)

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

Please quote rates in Proforma-II

**CLOSING DATE / TIME: 17/03/2011 @ 15:00 HRS**

**OPENING DATE / TIME: 17/03/2011 @ 15:30 HRS**

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## GENERAL CONDITIONS OF TENDER

TENDER NO. BPCL/LPG/PKD/WR/2011/03/Mumbai

### TENDER FOR TRANSPORTATION OF BPCL PACKED LPG CYLINDERS TO MARKETS OF MUMBAI LPG TERRITORY EX – BPCL MUMBAI REFINERY (MAHUL) LPG PLANT, PVT BOTTLER AT MAHUL & MURBAD

Offers are invited from persons in their own names, who are willing to transport BPCL's filled and empty LPG cylinders in trucks, owned or hired by the tenderers particulars whereof are to be given in the prescribed format at the time of submission of the tender, to the distributors of Mumbai LPG Territory, to and from BPCL MUMBAI REFINERY (MAHUL) LPG PLANT, PVT BOTTLER AT MAHUL & MURBAD to the destination as may be directed by BPCL from time to time for a period of **2 years commencing from 01.04.2011 to 31.03.2013** with an option for extension at the sole discretion of BPCL for a further period of one year on the same terms and conditions contained herein.

1. The Tender document set has been split into two parts – “CREDENTIAL BID” and “PRICE BID”. The documents marked “CREDENTIAL BID” and “PRICE BID” are to be returned to the Corporation duly filled and sealed in the separate envelopes. (In case the applicant is taking down load of the tender document from the Web site, they should place the credential and price bid in separate envelopes duly sealed and clear marking of Credential and price Bid. Both these envelopes should be placed in one envelope which also should be sealed and clear marking of complete tender details). The tender should be strictly in line with our terms and conditions. Any tender not conforming to the terms & conditions prescribed in the tender document shall be summarily rejected.
  - (i) Counter Terms & Conditions will not be accepted.
  - (ii) Overwriting should be avoided, Corrections, if any, should be signed by the tenderer.
  - (iii) All details and enclosures asked for should be submitted duly signed & stamped by proprietor/ partner. If any information is not applicable to tenderer, “Not applicable” may be written against the same.
2. Tender documents will be available at the addresses mentioned under item No.8 against written request from the intending tenderers on any working day from **03/03/2011 to 16/03/2011 from 10:30 hrs to 17:00 hrs** & up to **14:00 hrs on 17/03/2011** on payment of **Rs. 2,500/- (Rupees Two thousand five hundred only)** by way of DD in favour of **M/s Bharat Petroleum Corporation Limited, Payable at Mumbai** per set of Tender documents.

(In case the applicant is taking download of the tender document from our corporate Web site ([www.bharatpetroleum.in](http://www.bharatpetroleum.in)) they should submit a DD of Rs.2,500/- (Rupees Two Thousand Five Hundred only) in favour of **M/s Bharat Petroleum Corporation Limited, Payable at Mumbai** as tender document fee and to be enclosed along with the credential bid documents. Credential bid without tender document fee of Rs 2500/- is liable to be rejected)

3. All tenderers will have to submit interest free Earnest Money Deposit (EMD) as given below:
  - a) Tenderers offering upto 10 trucks -Rs.1, 00,000/- (Rupees one lakh only)
  - b) Tenderers offering 11 to 20 trucks – Rs 2, 00,000/- (Rupees two lakhs only)
  - c) Tenderers offering more than 20 trucks---Rs 3,00,000/- (Rupees three lakhs only)
  - d) Those tenderers whose proprietor / all partners belong to SC/ST category will have to submit an interest free EMD of:
    - 1) Rs. 25,000/- (Rupees twenty five thousand only) in case of offering up to 10 trucks,
    - 2) Rs 50,000/- (Rupees fifty thousand only) in case of offering 11 to 20 trucks.
    - 3) Rs 1, 00,000/- (Rupees one lakh only) in case of offering more than 20 trucks.

**“Proposed category”:**

Prospective transporters who wish to enter into transportation job of LPG cylinders and presently do not own any truck at the time of floating of the tender, can participate in the tender under '**Proposed Category**' with the following conditions :

1. Their offer will be limited to maximum of **three trucks**.
2. **The Proposed category tenderers need to submit an EMD of Rs. 2,00,000/- (Rupees two lakhs only).**
3. The truck shall conform to all statutory requirements.
4. The truck should bear the registration in the name of the signatory/all the signatories who will sign the agreement.
5. Within 45 days of issuance of LOI, they will own a truck and produce the same for Physical verification.

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

4. Deposit payments to be made as mentioned in paragraphs 2 & 3 above will have to be by crossed Demand Draft/Pay Order drawn on any Nationalized / Scheduled bank, in favour of **“Bharat Petroleum Corporation Ltd.” payable at Mumbai.**
5. Under no circumstances any tender document will be accepted, if received after the closing date and time.

6. For detailed Terms & Conditions and the guidelines for filling up/submission of the tender, please refer the tender documents.
7. Detailed terms of notice, terms of tender and other particulars of the tender will be available at the following address or tenderers can download from our web site [www.bharatpetroleum.in](http://www.bharatpetroleum.in)

Regional Manager LPG (West),  
Bharat Petroleum Corporation Ltd.  
“A” Installation, Sewree Fort Road, Sewree (East),  
Sewree, Mumbai – 400015,  
(Maharashtra)

8. Sealed quotations complete in all respects should be submitted on or before **17/03/2011 by 15:00 hours** only at the address mentioned as under, in tender box kept in the office of BPCL for TENDER NO. “BPCL/LPG/PKD/WR/2011/03/Mumbai at the following address:

Regional Manager LPG (West),  
Bharat Petroleum Corporation Ltd.  
“A” Installation, Sewree Fort Road, Sewree (East),  
Sewree, Mumbai – 400015,  
(Maharashtra)

9. **Credential Bid will be opened on 17/03/2011 at 15:30 hrs,** at the above address, in the presence of participating tenderers.
10. Conditional and/or incomplete tenders and/or tenders without firm offers and/ or tenders without EMD are liable to be rejected.
11. After scrutiny of the Credential Bids, the eligible tenderers will be notified regarding date, time and venue for opening of the Price Bids.

Although the total number of trucks which will be required for transportation of cylinders under this tender cannot be predicted accurately, according to the present assessment, there is a present requirement of approximately **50 trucks (Fifty) having capacity of transportation of 306 cylinders of 14.2 kg filled cylinders.** This requirement is only indicative. The actual requirement may vary between + / - 10 %.

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

13. BPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
14. Please affix your rubber stamp and sign on each page along with all enclosures.
15. Rates to be offered: - Tenderers should offer their most competitive rates within price band of +/- 10% from the Bench Mark Rates finalised by BPCL (as mentioned in Proforma II – Price Bid) based on the prevailing PSU Diesel rate as on 1<sup>st</sup> March 2011 applicable in the City of Mumbai. Any tender received with rates higher or lower than these rates will summarily be rejected.
16. In case if it is required, BPCL at their sole discretion may conduct negotiation/ reverse auction with the participation of the qualifying tenderers to arrive at a rate acceptable to BPCL. In case of reverse auction system, the reverse auction would be conducted on line and for this purpose; BPCL would arrange necessary training for the Tenderers through its own sources or through its authorized agency/service provider. The procedure that would be followed during the above event would be advised to the Tenderers well before the event. These terms and conditions also would form part of the Tender/Contract.
17. Please quote rates in Performa II.

18. Please affix a photograph of proprietor/ all partners (as applicable)

Person/s name:

\_\_\_\_\_

\_\_\_\_\_

Address for correspondence:

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

Passport size Photograph
--------------------------------

Contact Tel Nos. \_\_\_\_\_

**CLOSING DATE / TIME: 17/03/2011 @ 15:00 hrs**

**OPENING DATE / TIME: 17/03/2011 @ 15:30 hrs**

**PROFORMA – I**

TENDER NO. : BPCL/LPG/PKD/WR/2011/03/MUMBAI : SCHEDULES OF STATIONS / OFFTAKE / RTKM.

TRANSPORTATION OF 5 /14.2 / 19 /35 / 47.5 KG CYLINDERS EX. BPCL Mumbai Refinery (Mahul) LPG Plant, Pvt Bottler at Mahul & Murbad

Sr. No.	NAME OF DISTRIBUTOR	RTKM Ex MUMBAI REFINERY PLANT	AVG LOADS PER MONTH (306 NO. 14.2 KG CYLS)		
			2011-12	2012-13	2013-14
1	VINAYAK GAS SERVICE	3	1	1	1
2	DADAR GAS SERVICE	24	7	7	8
3	HARI GAS SERVICE	24	6	6	6
4	ASHISH AGENCIES	28	16	17	18
5	COLABA GAS SERVICE	28	34	36	37
6	MAHAVIR GAS SERVICE: CHURCHGATE	28	27	28	30
7	NATIONAL GAS SERVICE	28	8	8	9
8	NIRMAL GAS SERVICE	28	34	36	38
9	NUTAN GAS AGENCY	28	5	6	6
10	PADMINI GAS SERVICE	28	10	10	11
11	SAI GAS	28	16	17	18
12	APEX GAS SERVICE	30	13	13	14
13	BRIGHT GAS AGENCY	30	47	49	52
14	HANDY AGENCIES	30	37	39	41
15	MAHIM GAS SERVICE	30	26	27	28
16	PRASAN GAS CO.	30	6	7	7
17	RAHUL GAS SERVICE	30	11	12	13
18	SHEELVIK AGENCIES	30	41	43	45
19	VAISHNO GAS AGENCY	30	26	27	29
20	VIJAY GAS SERVICE	30	21	22	23
21	BANDRA GAS SERVICE	36	35	37	39
22	SUNIL GAS SERVICE	38	98	103	108
23	ANJALI GAS SERVICE	42	6	6	6
24	JAYSHREE AGENCIES	42	56	59	61
25	SUNBEAM GAS SERVICE	42	25	26	28
26	UNIVERSAL GAS CO.	42	17	18	19
27	JYOTI GAS DISTRIBUTOR	46	27	28	30
28	KANJUR GAS	48	14	15	16
29	GOREGAON GAS AGENCY	54	45	47	50
30	JAI BHAWANI GAS SERVICE	54	1	1	1

31	ZAVERI GAS SERVICE	54	52	54	57
32	DIANA GAS SERVICE	60	75	79	83
33	KAKAD GAS SERVICE	60	48	51	53
34	SNEBHI GAS SERVICE	71	6	6	7
35	MAHAVIR GAS SERVICE KANDIVALI	75	1	1	1
36	YOGESH GAS SERVICE	75	7	8	8
37	MUKTA GAS SERVICE	77	20	21	22
38	REGENCY GAS	77	6	6	6
39	NAUSAINIK GAS SERVICE	80	9	10	10
40	LAXMI AGENCIES	85	35	37	39
41	QUALITY GAS SERVICE	85	20	21	22
42	PADMA GAS AGENCY	90	5	5	6
43	WEST END GAS AGENCY	90	3	3	3
44	ARKAY & SONS	95	20	21	22
TOTAL			1024	1076	1129

1. Approximate monthly off take shown herein above may increase / decrease and are estimates only.
2. RTKMs above are provisional and subject to change after due verification.
3. Demand and distances are indicative only and markets can be attached or detached by the Company based on the market conditions.
4. Names of Markets (Distributors/ Customers in the area) listed above can be changed without any prior notice by the Corporation at its sole discretion.
5. In case of future tie up with any Private bottler / OMC, the rate applicable for BPCL Mumbai Refinery (Mahul) LPG Plant / OMC Bottling Plant shall be extended for all such packed movements during the tender period.



EXHIBIT - A

**DETAILS OF TRUCKS**

TENDER FOR TRANSPORTATION OF PACKED LPG CYLINDERS – to markets of Mumbai LPG Territory EX – BPCL Mumbai Refinery (Mahul) Plant, Pvt Bottler at Mahul & Murbad : TENDER NO. : BPCL/LPG/PKD/WR/2011/03/Mumbai

FROM :

Provided the work contemplated under this tender by M/s BHARAT PETROLEUM CORPORATION LTD, is awarded to us, we undertake to place the following trucks at the disposal of M/s BHARAT PETROLEUM CORPORATION LTD, within 15 days after award of LOI in our favor.

Registration Number	Owner's name as per RC Book	Engine Number	Chassis Number	Owned (O) / Hired(H)	Month & Year of Registration as per RC Book	Age of the trucks as of tender month	Capacity of Trucks 306 cyls

DECLARATION :

- i. We hereby provide Xerox copies of RC book of all trucks offered in the tender. **ORIGINAL RC BOOK FOR EACH TRUCK SHALL BE SHOWN AT THE TIME OF PHYSICAL VERIFICATION OF TRUCKS**
  - ii All the above are box type trucks capable of carrying 306 nos. of 14.2 kg LPG cylinder or equivalent in 3 vertical tiers or converted for carrying 306 nos. of 14.2 kg LPG cylinder.
  - iii. None of the trucks offered by us are blacklisted by any oil company.
  - iv, Necessary unconditional NOC has been obtained from OMC for the trucks quoted (if operating with OMC.)
  - iv. We confirm that the trucks listed above confirms to Motor Vehicles Act, other statutory requirements & BPCL SAFETY NORMS.
- (NOTE: Please attach additional sheet if you are providing more than ten lorries).

SIGNATURE & RUBBER STAMP

**DETAILS OF TRUCKS**  
**(Under Proposed Category)**

TENDER FOR TRANSPORTATION OF PACKED LPG CYLINDERS – to markets of Mumbai LPG Territory EX – BPCL Mumbai Refinery (Mahul) Plant, Pvt Bottler at Mahul & Murbad : TENDER NO. : BPCL/LPG/PKD/WR/2011/03/Mumbai

Prospective transporters who wish to enter into transportation job of LPG cylinder and presently do not own any truck at the time of floating of the tender, but would provide trucks in case the contract is awarded as per the terms and conditions of the tender. Maximum number of trucks proposed by the Transporter shall be limited to THREE (either 306 cyls. capacity truck )

Provided the work contemplated under this tender by M/s BHARAT PETROLEUM CORPORATION LTD, is awarded to us, we undertake to place the following trucks at the disposal of M/s BHARAT PETROLEUM CORPORATION LTD, within 45 days after award of LOI in our favor.

Registration Number	Owner's name as per RC Book	Engine Number	Chassis Number	Owned (O)	Month & Year of Registration as per RC Book	Age of the trucks as of tender date	Capacity of Trucks 306 cyls
In case the truck (to be purchased) details are available please provide							
In case the truck details are not available please mention NOT AVAILABLE & <b><u>put Yes in the proposed capacity column</u></b>							

**DECLARATION :**

- i) All the above are box type trucks capable of carrying 306 nos. of 14.2 kg LPG cylinder or equivalent in 3 vertical tiers or converted for carrying 306 Nos. of 14.2 kg LPG cylinder
- ii) We hereby provide Xerox copies of RC book of all the trucks offered in the tender (if applicable) ORIGINAL RC BOOK FOR EACH TRUCK SHALL BE SHOWN AT THE TIME OF PHYSICAL VERIFICATION OF TRUCKS.
- ii. None of the trucks offered by us are blacklisted by any oil company.
- iii. We confirm that the trucks listed above confirms to Motor Vehicles Act, other statutory requirements & BPCL SAFETY NORMS

SIGNATURE & RUBBER STAMP

## **Letter from Transporter – to be filled up by tenderer**

DATE :

### **Category (tick one below)**

- |  |
|--|
| <input type="checkbox"/> SC (Attach caste certificate )                      |
| <input type="checkbox"/> ST ( Attach caste certificate )                     |
| <input type="checkbox"/> GENERAL   |
| <input type="checkbox"/> EXISTING BPCL TRANSPORTER: CARRIER CODE (SAP) _____ |

From:

M/s. \_\_\_\_\_

\_\_\_\_\_

To:

Bharat Petroleum Corporation Ltd.,

Dear Sir,

SUB: PACKED LPG TENDER \_\_\_\_\_

In response to your notice inviting tenders for above, we submit our quotations as per enclosed documents –

Sr. No.	Documents	Attached (Yes / No)
1	Proof of financial Standing, including IBA reference, if any (for new company)	
2	Authenticated copies of Partnership Deed or Certificate of Incorporation.	
3	Proof of SC / ST category for Proprietor, or all Partners / Directors or Tenderer as well as truck owner.	
4.	Letter from owner of Attached trucks & affidavit as per format.	
5	Authenticated copies of RC Book, Certificate of Fitness, route permits for trucks and copy of invoice.	
6	Authenticated copies of valid Insurance Policy for each truck offered	
7	Particulars of Tenderer (Annexure IV).	
8	Acceptance of terms and conditions by way of signing each page of the same.	
9	Acceptance of the Draft Agreement by signing each page of the same.	

10	Acceptance of Draft proforma for Bank Guarantee by signing each page of the same.		
11	Price Bid Envelop ( Sealed separately)		
12	EMD Details – drawn in favour of <b>Bharat Petroleum Corporation Limited payable at Mumbai.</b>		
DD No.	Bank Name	Date	Amount
			Rs.

I am authorised to sign this Packed LPG Tender as Proprietor or as per Power of Attorney issued by all other Partners/Directors enclosed as Attachment-9.

Signature: \_\_\_\_\_

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

(Signed as Proprietor/Partner/Director)

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

**1. Invitation of Tender :**

- 1.1 Offers are invited from persons in their own names, who are willing to transport BPCL's filled and empty LPG cylinders in trucks, owned or hired by the tenderers, particulars whereof are to be given in the prescribed format at the time of submission of the tender, to and from LPG Bottling Plant as mentioned in General Information of tender, to the destination as may be directed by BPCL from time to time for a period of 2 years commencing and ending dates as mentioned in General conditions of tender with option for extension at the sole discretion of BPCL for a further period of one year on the terms and conditions contained herein.
- 1.2 NEAR RELATIVES of an Officer responsible for award and execution of this contract in the Corporation are NOT PERMITTED to quote. (The near relatives are specified in **ANNEXURE-III**). Tenderers shall be obliged to intimate this Corporation the names of persons who are near relatives of any Officer of this Corporation who are working with the Tenderer in their employment or are subsequently employed by them.

A Retired Employee of the Corporation cannot bid within 2 years (Two years) of his retirement without obtaining written permission from the Corporations Head Office. A copy of such permission should be attached with the tender. Any violation of this condition even if detected subsequent to the award of contract, would amount to breach of contract on Tenderers part entitling the Corporation to all rights and remedies available thereof including termination of the Agreement.

**2. Submission of Offers :**

- 2.1 Offers may be submitted by :
- 2.1.1 Proprietorship firms/ Individuals who are Indian citizens, who have attained the age of major; or
- 2.1.2 Partnership firm consisting of Indian citizens or
- 2.1.3 Co-operative society of which all the members are Indian citizens,
- 2.1.4 Limited company duly registered under the Companies Act, 1956 either in individual name or in the name of the partnership or in the name of the cooperative society or Limited company, as the case may be, provided they comply with the conditions contained hereinafter.

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

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

3.1 **The tenderer should own at least THREE trucks** and all trucks should have capacity of 306 No. 14.2 kg LPG Cylinders for qualifying in the tender.

If the tenderers does not have minimum **required trucks (3 trucks) as stated above in the owned category** and the age of the truck exceeds the age as specified by the Local Statutory authorities, then the tender of such tenderers will not be considered. The trucks should also comply with prevailing statutory requirements.

The tenderers also should own a minimum of 25% of the total trucks (owned/attached) offered.

3.2 **“Proposed category”:**

Prospective transporters who wish to enter into transportation job of LPG cylinder and **presently do not own any truck at the time of floating of the tender**, can participate in the tender under 'Proposed Category' with the following conditions :

1. Their offer will be limited to maximum of three proposed trucks for transporters.
2. The EMD for the proposed category would be **Rs 2, 00,000/-** (Rupees two lakhs only),
3. The truck shall conform to all statutory requirements & BPCL safety norms.
4. The truck should bear the registration in the name of the signatory/all the signatories who will sign the Agreement.
5. Within 45 days of issuance of LOI, they will own a truck and produce the same for Physical verification.

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

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

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

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

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

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

6. **Ownership of trucks: -**

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

- 7.1 Proprietorship/ Individuals in the name of the tenderer
- 7.2 Partnership firms, in the name of the firm or in the name of any of the partners. In the event the truck is registered in the name of partner, the concerned partner should give an affidavit for the use of the truck by the Firm and other partners should give another affidavit/NOC.
- 7.3 Company, in the name of the Company.
- 7.4 Co-operative society, in the name of the co-operative society.

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

Although the total number of trucks which will be required for transportation of cylinders under this tender cannot be predicted accurately, according to the present assessment, there is a present requirement of approximately **50 trucks (Fifty)** having capacity of transportation of **306** cylinders of 14.2 kg filled cylinders. This requirement is only indicative. The actual requirement may vary between + / - 10 %.

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

9. **Specification of the Trucks :**

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

- 9.1 Cylinders to be carried in three tiers stacked vertically. Width of the truck body should accommodate a minimum of 6 cylinders in the vertical position and the length should be sufficient to take at least 17 cylinders in the truck (306 numbers 14.2 kg cylinders). The truck should be properly caged at the top.
- 9.2 The trucks must conform to Dangerous Petroleum norms, as mentioned in **Annexure - I** hereto at all times

- 9.3 Trucks must be covered with following statutory requirements -
1. Maharashtra State registration of Truck.
  2. Certificate of fitness
  3. Maharashtra State Local Goods Permit
  4. Valid road permit applicable in Maharashtra
  5. Insurances
- 9.4 The age of the truck should not exceed the age as specified by the Statutory authorities from the month of floating of the tender as would appear from the original RC Book The truck should also comply with prevailing statutory requirements in the area of operation. Those applying under “Proposed Category” shall be governed by the requirement as mentioned earlier.
- 9.5 No truck which has been black listed or suspended by Indian Oil Corporation Limited / Hindustan Petroleum Corporation Limited / Bharat Petroleum Corporation Limited /or any other oil company can be offered.
- 9.6 No truck will be offered under this tender which is presently in contract with other locations of BPCL or any other PSU Oil company. In case, it is detected at any stage that these trucks are in any of the contracts, BPCL reserves its right to reject/ terminate the tender/ contract.
- 9.7 However, in case any truck(s), which are currently in contract with other locations of BPCL or other PSU Oil companies, are offered by the tenderers in the tender, No objection Certificate (NOC) from the concerned Region or other PSU Oil companies will be attached with the credential bid. Date of issuance of NOC should be for this particular tender, subsequent to the date of floating of the tender and before the closing date of the tender.
- 9.8 Tenderers are strictly advised to quote only for goods trucks as would appear in original RC books on physical verification.
- 9.9 In case trucks of specific state registration are required during the pendency of the contract, the tenderer at the advice of Contracting Corporation shall arrange to change the Registration number at their own cost as directed by Contracting Corporation within one month of such request. Failure to do so would be treated as breach of contract and action as per the terms and conditions of the contract would be taken.

**10. Rates:-**

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



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

- 10.2 For one way loads either from BPCL's Plant / Depot to Distributors end or from Distributors end to BPCL's Plant, 65% of the RTKM rates shall be payable.
- 10.3 The rate payable for 5 kg. 19 kg, 35 kg and 47.5 kg cylinders and mixed loads of 14.2 kg and 19 kg cylinders would be based on truck load rates of 14.2 kg cylinders and therefore no separate quotations is required for 5 kg. 19 kg, 35 kg and 47.5 kg cylinder loads / mixed loads.
- 10.4 If the supply point/ transport planning point is shifted due to exigencies or realignment of markets or re-organization of markets or new plant location or hospitality location of other oil companies or parallel marketing companies where BPCL has made arrangement for cylinder filling or as required by BPCL, then the trucks accepted by in this tender may be shifted to new location at the sole discretion of BPCL and rate prevailing at that location shall be payable.
- 10.5 In case at a later stage during the currency of the contract, BPCL decides to supply HSD to the successful tenderers through their nominated retail outlet / BPCL LPG Plants, the rate of transportation payable exclusive of the fuel cost, in such event, would be determined after deducting the fuel cost determined by BPCL. OR BPCL may also deduct 25 % of the transportation charges payable in their CMS against which fuel will be provided to the transporter from BPCL Retail outlets.
- 10.6 Transport Rates finalised vide this tender are applicable for vehicles having Capacity of 306 Cylinders of 14.2 Kg. Vehicles having capacity less than 306 cylinders, if required to be inducted, will be at the sole discretion of BPCL. However rates for these vehicles having capacity less than 306 cylinders will be same as applicable for 306 cylinder capacity Trucks.
- 10.7 Transporters will have to quote their rates within +/- 10% of the Bench Mark rates finalised by BCPL (as indicated in proforma II – Price Bid). Rates quoted beyond +/- 10% range of Bench Mark rates will not be considered for award of job and the tenderers quoting rates beyond the range is liable to be disqualified with forfeiture of EMD as per discretion of BPCL.

11. **Earnest Money Deposit:** -

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

- 1) Tenderers offering up to 10 trucks --Rs.1,00,000/- (Rupees one lakh only);
- 2) Tenderers offering 11 to 20 trucks – Rs 2,00,000/- (Rupees two lakhs only);
- 3) Tenderers offering more than 20 trucks---Rs.3,00,000/-(Rupees three lakhs only)

- 4) Those tenderers whose proprietor/all partners belong to SC/ST category will have to submit an interest free EMD of
- a) Rs. 25,000/- (Rupees twenty five thousand) only in case of offering up to 10 trucks,
  - b) Rs 50,000/-(Rupees fifty thousand only) in case of tenderers offering 11 to 20 trucks
  - c) Rs 1,00,000/- (Rupees one lakh only) in case of tenderers offering more than 20 trucks.
- e) Transporter offering the truck under “**Proposed Category**” (maximum number of trucks offered will be limited to **THREE Nos.**) need to submit an EMD of **Rs. 2,00,000/- (Rupees Two lakh only) for all categories.**

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

12. Interest free EMD will be forfeited at the sole discretion of the corporation if the tenderer:
- a) Modifies/withdraws the offer during the validity period of 180 days from the due date of tender.
  - b) Unable to produce the truck/s on verification.
  - c) Refuses to sign the formal contract after acceptance of the tenderers offer
  - d) Does not furnish the requisite Security Deposit, as mentioned in Clause 13 hereinafter.
  - e) Is unable to position the truck within the stipulated time after issuance of letter of intent regarding award of contract.
  - f) Is unable to position the truck (offered under “Proposed Category”) within the stipulated time after issuance of letter of intent regarding award of contract.

12A Interest free EMD would be refunded:

- a) To the unsuccessful tenderer(s) within 30 days from the acceptance of the offer of the successful tenderer
- b) To the successful tenderer(s), only after signing of formal contract, submission of requisite Security Deposit

13. **Security Deposit:-**

13.1 Successful tenderer, will be required to furnish Security Deposit within 15 days from the acceptance of the rate quoted by them at the rate of Rs. 50,000/- per truck subject to a maximum of Rs. 2,00,000/- per contract.

13.2 Security Deposit of at least Rs. 50,000/- will have to be deposited with BPCL by way of a crossed Demand draft/pay order drawn on any scheduled bank in favour of “Bharat Petroleum Corporation Ltd.” and payable at Mumbai and the remaining

amount in the form of an irrevocable Bank Guarantee., valid for 6 months beyond the contract period including the extension option period of 1 year.

- 13.3 The aforesaid security deposit will be adjusted against any claim of BPCL under this contract or otherwise against the tenderer without any further reference to the tenderer.
- 13.4 In case the Truck/s offered by the tenderer during the pendency of the contract are withdrawn and relief trucks are not provided within 15 days of withdrawal, Security deposit @ Rs. 50,000/- per each Truck withdrawn will be liable to be forfeited.

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

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

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

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

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

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

- a. **Partnership Deed (in case of partnership firm) / Certificate of incorporation.**
- b. **Registration Certificate/Certificate of Fitness/Route Permits of their trucks (two sets of photocopies)/ copy of invoice should be submitted by the Tenderer.**

- c. **Valid Insurance Policy**
- d. **Copy of PAN number.**
- e. **Banker's Certificate for financial standing and Credit worthiness in case of new company.**
- f. **Power of Attorney / Board resolution authorizing the concerned persons to represent the firm / company and sign and commit on behalf of the firm / company.**
- g. **SC / ST certificate if applicable (see Annexure IX). SC / ST certificate can be issued by the Authorities as listed in Annexure X.**
- h. **Affidavit from owner of attached trucks on a stamp paper of Rs.100/- (Annexure VIII).**
- i. **Particulars of the tenderer (Annexure IV).**
- j. **Questionnaire (Annexure V).**
- k. **Declaration by the tenderer (Annexure VI).**
- l. **Letter of undertaking (Annexure VII).**
- m. **Indemnity Bond Undertaking (Annexure XI)**
- n. **Undertaking of trucks (Annexure XII)**

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

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

**18. Verification of Trucks :**

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

**19. Government Guidelines :**

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

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

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

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

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

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

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

Subject to evaluation criteria as per clause 39, preference for award of the job will be given as under:

1. Owned trucks over attached trucks
2. Age of the trucks i.e. latest year model will be given preference
3. Proposed category Trucks

**22. Payment of Bills :-**

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

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

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

**24. Contact Office for Contractor**

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

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

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

25.1 The confiscation by the Government or local authorities of any quantities of LPG delivered to the contractor(s) for transporting.

25.2 Loading/ unloading of cylinders or in transit.

26. **Validity of Offer :-**

Offer should be valid for acceptance for a period of 180 days (subject to item no 27) from the last date of submission of the tender. No tenderer will be allowed to withdraw or to revise his/ their offer after the last date of receipt of the tender.

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

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

28. **Registration with Mathadi Board:**

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

29. **Toll Tax:**

The existing Toll / Entry / Transit / Statutory taxes as on the closing date of the tender will not be reimbursed. **Any new Toll / Entry / Transit / Statutory taxes introduced / implemented after closing of the tender will be reimbursed** subject to production of original receipt of payment along with transportation bills. **The above reimbursement will not be applicable to enhancement of any taxes, which are required to be borne by the transporter only.** Corporation's decision whether any charge is reimbursable or not would be binding on the transporter.

30. The Transporter shall comply with all statutory provisions relating to his trade/business /profession including his own employees or employees engaged by transporter and Corporations shall not be responsible for his omission/commission. Further, the transporter

undertakes to abide by the provision of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 in as much as the "Road Motor Transport Establishments" in the list of Non –Factory Industries to which the EPF & Maharashtra Act has been made applicable, is a class of establishments notified at item no. (4) of Appendix-I of EPF and Maharashtra Act, 1952 and as such the transporter shall ensure appropriate coverage of the TT Crew under the said Act and keep the Corporation indemnified for any non-compliance by the transporter.

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

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

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

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

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

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

**The tenderers are advised to visit the filling Plant / Territory office, discuss with the Territory Manager and acquaint with our facilities, loading / unloading practices at the Plant, at destination etc. before quoting for the tender, in order to familiarize themselves fully about the scope of work.**

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

Envelopes containing the tender in the prescribed form duly filled in all respect, (overwriting to be avoided and corrections, if any, to be signed by the tenderer) duly signed and stamped on every page together with all supporting documents and EMD should be properly sealed and dropped into the TENDER BOX kept for this purpose at the office of **Regional Manager LPG (West), Bharat Petroleum Corporation Ltd. "A" Installation, Sewree Fort Road, Sewree (East), Mumbai – 400015.**

35. **Opening of tenders**

Credential Bid will be opened on **17/03/2011 at 15:30 hrs**, at the above address, in the presence of participating tenderers. After scrutiny of the Credential Bids, the eligible tenderers will be notified regarding date, time and venue for opening of the Price Bids.

36. **Company's Visual Manifestation Standards LOGO**

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

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

37. **Safety / Operational requirement :**

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

Cleaner should be provided along with the driver at all times. The tenderer shall submit the Police Verification of the crew employed by them.

Safety belt (retractable) for Driver & Cleaner should be provided by the transporters & it should be as per the specification recommended by the company. Uniforms (at least 2 pairs – annually) to be provided by the transporters to the PCVO crew. The transporters should provide Safety Shoes, uniforms (2 pairs), helmet, gloves and other PPE as per requirement on annual basis to all workmen engaged by them at the plant for loading/unloading activities. Workings of Hand breaks for each truck are to be ensured during the contract period.

CCOE / PESO approved Spark arrestors should be welded to the exhaust of the trucks. **The contractor shall, for the purpose of carrying out the activities mentioned in this Agreement, employ or engage their own personnel having valid heavy vehicle driving license with an endorsement from RTO for carrying hazardous goods (HGV) and will comply with all other provisions of law as applicable in respect of such driver/crew member or employee. The drivers should undergo a three day training course on carrying hazardous goods which should be revalidated by attending a day's refresher course**



Rubber mat of minimum 1 inch thickness should be provided on the bed of the truck. Tyre is not acceptable in absence of rubber mat.

All the cylinders should be stacked properly supported with wooden plank in order to avoid its falling during transportation.

10 KG DCP type Fire Extinguishers provided along with the trucks should be in working conditions at all the times during the period of contract. Transporters at their own cost will arrange for testing of fire extinguishers minimum once a quarter from competent party and submit test report to BPCL

**BPCL reserves the right to levy penalty as deemed fit, if the tenderer fails to comply with any of the Safety & operational norms and other statutory requirements as mentioned in the tender document.**

**38. Unauthorised Parking of Trucks outside LPG Plant/Depot Premises:**

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

**39. Reverse Auction:**

If applicable, please refer Para no 18 of General conditions of tender.

**40. Headings:**

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

**41. EVALUATION CRITERIA/ METHOD AND GENERAL GUIDELINE FOR ALLOCATION OF JOB**

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

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

1. Ranking of tenderer shall be decided on the overall cash out flow, as per the original quotation, separately for different Parts as mentioned in Performa I. In case any tenderer has not quoted rate for one/some sectors of price bids, then the highest quoted rates of any

tenderer for that particular sector shall be taken while calculating the financial outgo to the Corporation for arriving at the ranking of that tenderer.

2. Quoted Rate on sector wise basis.
3. Number of trucks offered by the tenderer, for which physical verification of truck(s)/ documents has been carried out and have been technically accepted.
4. Qualifying tenderers who offered truck under “Proposed Category” in credential bid.
5. Any other factor considered relevant by the corporation.
6. Negotiation will be carried out with the L-1 party on the Lowest Quoted Rate in each sector. On finalization of rate with L-1 party, the counter offer of the lowest negotiated rate will be given to next party in order of ranking and subject to their acceptance, contract will be finalised.
7. If the requirement of trucks is not met by say L-1, L-2, L-3, L-4, L-5 transporters then negotiations will be carried out with the L-1 party based on the lowest rates received in each sector in the tender. On finalization of rate with L-1 party, the counter offer of the lowest rate will be given to L-2 to L-5,.... transporters. In this process, in case any tenderer between L-2 to L-5,... say L-3 & L-4 transporters refuse to accept the lowest rate then corporation reserves the right to give counter offer of the lowest rate to other high ranking parties in sequence e.g. L-6 & L-7,... till the full requirement of trucks is met.. In the process the original L-3 & L-4 ranking parties will not get any contract as they have refused to accept the BPCL counter offer rate. In such case, the award of job will be distributed to all agreeable transporters in sequence of their ranking keeping in view the agreed lowest rates in each sector up to the requirement/ availability of the trucks.
8. If the above process still results in not meeting the Corporation's full requirement of trucks, then negotiations/counter-offer exercise may be conducted with the balance parties in their original order of ranking till the full requirement of trucks is met.
9. The contract will be awarded in the proportion of availability of trucks from the transporters after considering the allotment of trucks as per ranking in the sectors.

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

**NOTE:**

1. The tender document contains the indicative number of locations in each sector and total no. of loads to be transported to these locations per month and total number of trucks and no. of trucks required in each sector against this tender. These figures are estimated only and shall be used for the purpose of evaluation using RTKM of individual location as an additional data. Cylinders are also to be transported to and from the parties carrying out cylinder repair activities at various places. Also cylinders are to be transported to and from the plants of the private bottlers from whom BPCL is taking bottling assistance at present or in future.
2. Each tenderer is expected to quote for all the rate sectors as per condition of the tender. However in case rates are not quoted for all the sectors, then the subject tenderer shall be considered based on the highest rate received in the tender for those sectors..

**42. SELECTION OF SC & ST CONTRACTORS:**

- a) Total no. of trucks to be inducted from SC contractors is X (where X = 15%).
- b) Based on the transportation cost in each sector, ranking will be assigned to SC category tenderers for each sector.
- c) If, X is less than the number of valid trucks offered by the lowest among the SC tenderers, then only this tenderer will be appointed for induction of X number of trucks.
- d) If, X is more than the number of valid trucks offered by the lowest among SC tenderers, then similar method as mentioned above will be adopted amongst SC tenderers.
- e) Total no. of trucks to be inducted from ST contractors is Y (where Y = 7.5%).
- f) Based on the transportation cost in each sector, ranking will be assigned to ST category tenderers for each sector.
- g) If, Y is less than the number of valid trucks offered by the lowest among the ST tenderers, then only this tenderer will be appointed for induction of Y number of trucks.
- h) If, Y is more than the number of valid trucks offered by the lowest among ST tenderers, then similar method as mentioned above will be adopted amongst ST tenderers.
- i) Contract shall be awarded to the SC / ST category tenderers as above only if they match the rate finalised in the tender and no price preference shall be given.

## LPG CYLINDERS TRANSPORTATION CONTRACT AGREEMENT

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

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

**OR**

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

**OR**

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

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

WHEREAS the Contractor is desirous of providing trucks for transportation of LPG cylinders of the Corporation from the Corporation's Bottling Plant at \_\_\_\_\_ to such destinations as may be advised by the Corporation to the Contractor from time to time at their sole discretion.

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

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

1. The Contractor hereby agrees to provide as and when required by the Corporation, \_\_\_\_\_ number of trucks, detailed particulars whereof are given in the Annexure hereto annexed and marked **Ex. A & B** and being treated as a part of this Agreement, to the Corporation within 15 days or such extended period as may be permitted by the Corporation at its sole discretion from the date of issuance of the letter accepting the rate offered by the contractor for utilization of the same for transportation of LPG cylinders as also boxes of LPG regulators as and when required by the corporation and the Corporation agrees to take such trucks for utilization of the same on the terms and conditions contained hereinafter
2. The packed trucks to be provided by the Transporter should be owned by or attached to him and should be fit to transport packed LPG by road.
3. The trucks to be provided by the Contractor should have capacity to transport 306 LPG cylinders for Part A Markets and Part B Markets filled with 14.2 KG LPG and the same can be used for transporting cylinders having LPG of 14.2 Kgs and/or 5 Kgs and/or 19 Kgs and/or 35 Kgs and/or 47.5 Kgs at the sole discretion of the Corporation.
4. The Contractor will ensure that:
  - (a) Trucks offered are sound and conform to the Motor Vehicles Act, in excellent and efficient working conditions, having fitness certificate from local Regional Transport Officer valid at all times during the entire contract
  - (b) The trucks provided shall conform to the Rules pertaining to the transportation of the Petroleum products as contained in the Petroleum Act, 1976, Gas Cylinder Rules, 1981, a gist/ important points of which are mentioned in the Annexure hereto annexed and marked **Ex.C** and treated as a part of this Agreement, and/or any applicable Act/Rules or any amendment or re-enactment thereof from time-to-time.
  - (c) Different types of cylinders, i.e. 5 kg, 14.2 kg; 19 kg, 35 kg and 47.5 kg will be stacked in a systematic manner in vertical tires as may be instructed by the Corporation to the Contractor from time to time. The side and end flaps of the truck shall get locked in an upright position without buckling or slanting.
  - (d) the truck engaged for transportation of cylinders is placed before the concerned officer/agent of the Corporation and the same conforms to the regulations relating to the carriage of dangerous petroleum stipulated in the Petroleum Act, 1934 and will produce the certificate, if any, issued by the Corporation as and when demanded by the Corporation for their inspection.
  - (e) Successful tenderers may be asked by the Corporations to provide tracking device to monitor the movement of their truck(s).
  - (f) The spark arrestor and fire extinguisher of the trucks are checked on a quarterly basis and to ensure that the same are in perfect working condition

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

- **SPURIOUS, DEFECTIVE / OTHER MARKETING OIL COMPANY (OMC) CYLINDERS**

It shall be the responsibility of the contractor(s) to ensure that no spurious or OMC cylinders are inducted in our distribution system in the course of transportation of cylinders. Distributors are expected to list down the serial no. of all cylinders while returning them to the plant, which must be checked and countersigned by the contractor's crew. If any spurious or OMC cylinder is detected at the Bottling Plant of which serial is not appearing in the list or if the list has not been signed by the distributor concerned, recoveries will be made from the contractor(s) for the spurious cylinders / **OMC cylinders @ Rs. 2000/- per 14.2 kg cylinder, @ Rs. 2250/- per 19 kg cylinder, @ Rs.4050/- per 19 KG cylinder with LOT Valves, @ Rs. 6000/- for 47.5 kg cylinder, @ Rs. 7800/- for 47.5 KG Cylinders with LOT valves, @ Rs. 4,500/- for 35 kg cylinder @ Rs.6306/- per 35 KG cylinder with LOT valve and @ 700/- per 5 kg cylinder** ( as per the BPCL guidelines on the subject matter applicable from time to time ). In all such cases, the decision of the Corporation shall be final and binding on the contractor(s). Hence, such detection or delivery of spurious/OMC cylinders by the contractor(s) will be dealt with severely which may include even termination of the contract and/or appropriate penalties to be levied as well as determined by the Corporation.

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

- (p) No child or bonded labour is engaged for handling the work in connection with this contract or contravene any of the Government Rules and Regulations in this regard.
- (q) No person in the truck smokes and no fire or ignition takes place in the vicinity of the truck.
- (r) No other goods other than those authorized by BPCL are carried in the truck along with the LPG cylinders / regulators.

- (s) The truck does not carry any person other than the authorized crew of the contractor along with the LPG cylinders/ pressure regulators
  - (t) The contractor solely at their cost may be asked by the contracting Corporation to provide tracking device to monitor the movement of their truck(s).
- 5 Apart from providing trucks and transporting LPG cylinders to the destinations from time to time as directed by the Corporation, the contractor will carry out the following:
- (a) Loading of full cylinders from stacks and/or conveyors onto the truck at the Corporation's Bottling Plant or from such place as may be decided by the Corporation at its sole discretion.
  - (b) Unloading of empty cylinders from the trucks onto conveyors and/or stacks at the corporation's Bottling Plants or from such place as may be decided by the Corporation at its sole discretion.
  - (c) Unloading of full cylinders and stacking of cylinders at the distributors end.
  - (d) Removal of empty cylinders from stack at the distributors end and loading onto trucks.
  - (e) Proper stacking of cylinders inside the truck and removal / receipt of cylinders from / on the truck both at the Bottling plant and distributors end.
  - (f) Cylinder handling ( loading and unloading ) at staging depot shall be done by BPCL

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

6. For rendering the services to the Corporation under this Agreement, the contractor will be entitled to transportation charges as mentioned hereunder:
- (a) For transportation of filled cylinders to the destinations, 65% (Sixty five percent) of the rate shown in the enclosed rate schedule will be paid and for transportation of empty cylinders from the destinations to LPG Plants (BPC/OMC/PMC), 35% (thirty five percent) of the rate shown in the enclosed rate schedule will be paid.
  - (b) (i) The transportation charges so payable to the contractor(s) will be based on the shortest route approved by the Corporation from time to time.
  - (ii) If for any compelling reasons an alternative route is used, payment for the longer route may be considered by the Corporation provided prior approval from the Corporation is obtained for the use of the alternative route and



intimation of such approval in writing is recorded within 48 hours from the date of approval.

- (iii) For one way loads either from BPCL's Bottling Plant to Distributors end or from Distributors end to BPCL's Bottling Plant, 65% of the RTKM rates shall be payable.
  - (iv) The above rates are inclusive of all taxes, including goods tax/ hill tax / Behti tax bridge tax/ toll tax but exclusive of Octroi on Corporation's product
  - (v) The existing Toll / Entry / Transit / Statutory taxes as on the closing date of the tender will not be reimbursed. Any new Toll / Entry / Transit / Statutory taxes introduced / implemented after closing of the tender will be reimbursed subject to production of original receipt of payment along with transportation bills. The above reimbursement will not be applicable to enhancement of any taxes, which are required to be borne by the transporter only. Corporation's decision whether any charge is reimbursable or not would be binding on the transporter.
  - (vi) Minimum rate protection shall be made applicable.
  - (vii) In case, at a later stage during the currency of the contract, BPCL decides to supply HSD to the successful tenderers through their nominated retail outlet/BPCL LPG Plants, the rate of transportation payable exclusive of the fuel cost, in such event would be determined after deducting the fuel cost determined by BPCL. OR BPCL may also deduct 25 % of the transportation charges payable in their CMS against which fuel will be provided to the transporter from BPCL Retail outlets
  - (viii) In case of movement from plant to a location which though is situated in the state where plant is located but entail movement thru other states, decision to pay rates for such movements with rates as applicable for other states and shorter RTD or with rates as applicable within state and longer RTD will be discretion of the corporation.
  - (ix) The Corporation shall deduct applicable Income Tax from transportation bills from time to time as per rules and regulations of CBDT (Central Board of Direct Taxes).
  - (x) The Contractor(s) shall submit a letter of undertaking to the Corporation, agreeing to the Corporation's deducting "Income Tax" as applicable from the transportation bills.
- (c) (i) The contractor(s) shall submit bills to the Corporation in accordance with this Agreement and at the approved rates specified herein in such a format and

in such a manner and at such intervals as shall be directed by the Corporation from time to time and payment of such bills will be effected by the Corporation within 30 days from the date of submission of the bill

- (ii) any correction in the bill or bill submitted after 6 months from the date of return of the truck to the bottling plant of the Corporation will not be due for payment and the payment of such bill will be forfeited by the Corporation;
  - (iii) Notwithstanding anything contained in paragraph 5(c)(i) above, the Corporation may at its sole discretion, effect payment of the amount due to the Contractor(s) in accordance with this agreement and rates specified in the schedule and furnish necessary details to the contractor(s) along with such payment.
  - (iv) If the contractor finds any discrepancy in the payment, such discrepancy should be brought to the notice of the Corporation within 3 months from the date of such payment failing which the said discrepancy will be ignored and the contractor will not be entitled to any payment therefore.
- (d) A penalty of Rs. 100/- shall be levied for every duplicate document asked for by the Contractor for originals lost by them.
- (e) The rate finalised will increase or decrease in the event of any variation in price of High Speed Diesel of the Corporation prevailing as on the date of finalization of the tender in the city of plant.
- (f) The escalation / de-escalation shall be calculated on the presumption that:
- (1) Notional capacity of the truck will be 306x 14.2 kg cylinder (10 MT)
  - (2) Average Consumption of HSD will be 3 km / lit for 306 cylinders capacity trucks for the markets up to 70 RTKM and 4 km / lit for markets beyond 70 RTKM.
- (g) In case of Escalation/de-escalation due to increase/decrease in the Fuel Cost it should be applied when change in HSD retail selling rate is minimum 25 ps. Per liter at a time. If the fluctuation in the HSD retail selling rate is lower than 25 ps per liter, escalation / de-escalation should be applied when cumulative total of such fluctuations becomes 25 ps per liter in terms of either increase or decrease.
- (h) Method of calculating increase / decrease in Transport rate :
- Fuel Cost variation per cylinder for markets up to 70 RTKM
- $$\frac{\text{Increase / Decrease in HSD retail selling rate} \times \text{ARTD}^*}{306 \text{ cylinders} \times 3 \text{ kms. (as the case may be)}}$$

For markets beyond 70 RTKM, Fuel Cost variation per cylinder will be calculated as follows;

$$\frac{\text{Increase / Decrease in HSD retail selling rate} \times \text{ARTD}^*}{306 \text{ cylinders} \times 4 \text{ kms. (as the case may be)}}$$

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

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

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

- (i) to make alternative arrangements for transportation of the cylinders and debit the Contractor with the additional cost incurred by the Corporation due to the failure on the part of the contractor; or
- (ii) to levy / recover a liquidated damage of Rs. 300/- (Rupees Three hundred only) per day per truck and the contractor(s) shall be liable to pay the same within 30 days from the demand without any demur without raising any question as to whether the Corporation has suffered any loss amounting to Rs. 300/- per day per truck .

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

8. If any of the trucks under the contract goes out of operation for repairs for a period of more than two month or if the contractor desires to replace the truck, the contractor will have to offer trucks at the sole discretion of the Corporation, in replacement thereof for the remaining period of the contract, including the option period.
  - (a) An attached truck can be replaced by an owned truck but it should be of later model.
  - (b) Owned truck of older model can be replaced by owned truck of later model.

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

9. (a) When the Contractor is directed to effect supplies of filled cylinders to the distributors of the Corporation, and such supplies are effected on the basis of payment at site it shall be the responsibility of the Contractor(s) to first collect the demand draft or cheque as may be advised by the Corporation from time to time, from the Distributor and only then deliver cylinders to the Distributor.
  - (b) The contractor(s) shall hand over the demand draft or cheque collected by them from the distributor while delivering filled cylinders to the distributor, to the Corporation's Bottling Plant In-charge along with the empty cylinders and in any case within a period of one day from the date of collection of the demand draft or cheque.
  - (c) No load of LPG cylinders to be given to the Contractor for transportation thereof will be given to the Contractor unless the demand draft or cheque for the previous trip is handed over by the Contractor to the Corporation's Bottling Plant In-charge, as the case may be.
  - (d) If the Demand draft or cheque is lost by the contractor(s) it shall be the Contractor's responsibility to immediately intimate the Corporation on knowledge of such loss and to make good the amount to the Corporation promptly and in any case within a period of one day from the date such cheque or demand draft collected by the Contractor from the Distributor failing which the Corporation reserves the right to recover the said amount from any amount that may be payable to the Contractor(s) under this Contract or otherwise.
10. (a) On the arrival at the distributor's end, the Contractor should wait and obtain the ERV, draft or cheque as are payable by the distributor for the loads of filled cylinders to be delivered and/or any other paper which the Corporation has instructed the Contractor to collect from the distributor before making delivery of the LPG to the distributor.
  - (b) If for any reason whatsoever, the materials/documents to be collected by the Contractor from the Distributor are not handed over by the Distributor to the Contractor in the form and manner prescribed by the Corporation from time to time or in the event the Distributor delays in delivering the empty cylinders for any reason whatsoever, the Contractor will immediately contact, by any mode, the Bottling Plant In-Charge or his authorized representative and to carry out such instructions as may be given by the Bottling Plant In-charge or his authorized representative.
11. (a) Save and except transportation charges payable by the Corporation to the Contractor, the Contractor or his/their employees will not be entitled to get any facilities such as office accommodation, canteen, tea, toilet, telephone, etc.

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

- (i) Salary and other emoluments for the crew and labour used for loading/unloading of LPG cylinders and such other allowances or benefits as per the law in force or the contract between the Contractor and his employees.
- (ii) Cost of fuels and lubricating oil required for the operation of the trucks.
- (iii) Maintenance and repair cost of the trucks.
- (iv) Licenses, permits, road tolls & taxes, etc.

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

(d) The trucks arrive at the Bottling Plant beyond the regular working hours and on holidays.

12(a) The Contractor(s) shall be solely responsible for the safe custody of the cylinders and products once these are handed over to them.

(b) The charges as fixed by the Corporation from time to time for fittings, parts and accessories, cylinders and/ or pressure regulators found missing/damaged at the time of delivery of cylinders both at the Bottling Plant and distributors end will be recovered from any amount payable to the contractor under this contract or otherwise.

(c) The contractor(s) shall be liable to pay without demur the amount mentioned hereunder or such other amount as may be intimated to the Contractor by the Corporation for the loss or damage caused to the said cylinders:

Sr. No	ITEM DESCRIPTION	QUANTUM OF DAMAGE (Rs.)
1	Empty LPG cylinder 33.3 lts. W.C. (14.2 kg LPG) with valve (self closing) and security cap.	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	Empty LPG cylinder 35 Kg capacity	4500.00
5	Empty LPG cylinder 5 kg capacity	700.00
6	Empty LPG cylinder 19 KG capacity with LOT Valve.	4050.00

7	Empty LPG cylinder 35 Kg capacity with LOT Valve.	6306.00
8	Empty LPG cylinder 47.5 Kg capacity with LOT Valve.	7800.00
9	LPG cylinder valve	265.00
10	Security cap with wire spring and nylon cord for new self closing valves (material delrin or equivalent)	2.00
11	Click on type pressure regulator (for self closing valves)	250.00
12	LPG product	Ruling rates applicable for Non-domestic customers.

- (d) The aforesaid amount or such other amount as may be intimated by the Corporation in replacement or substitution of the amount stated above will be recoverable as liquidated damage for the loss or damage to the cylinders and/or other equipment and the contractor(s) shall pay the same within 30 days from the demand made by the Corporation. On the failure on the part of the contractor to do so, Corporation will be at liberty to deduct such amount from any amount payable by the Corporation to the Contractor either under this Agreement or otherwise.
- (e) In the event of loss of filled and/or empty LPG cylinders due to fire during or because of accident, theft etc., the recovery for the loss will be made at the actual cost to the Contracting Corporation for the product and cylinder at the loading source on the date of dispatch, provided FIR has been lodged for the accident or for the theft, and due report has been submitted to CCE, and the proof of acquittal of case from Police and decision on settlement by the concerned Insurance company have been submitted to the satisfaction of the Corporation. OTHERWISE the Corporation shall recover the cost of the loss of product at the prevailing rate of the Corporation applicable for LPG cylinders for non-domestic use at the concerned loading source on the date of dispatch of the product and in case of loss of cylinders the recovery shall be at the penal rate as mentioned in the table in clause 12 (b) above.
13. For any shortages of cylinders and/or LPG contained therein, it will be necessary for the contractor(s) to get an endorsement from the distributor failing which the Contractor will be liable to pay the aforesaid amount for the loss to the cylinders and/or regulators and the price of LPG contained therein.
14. If at the time of delivery of the filled cylinders at the distributor's end, the distributor refuses and/or rejects to accept any filled cylinder on the ground of underweight or water filled cylinder or for any other reason whatsoever, the Contractor will, while returning those cylinders at the Corporation's LPG Bottling Plant be liable to pay the cost of LPG found

short in the cylinders so delivered at the Bottling Plant at the commercial rate as applicable on the date of return of those cylinders.

15. The schedule of dispatches shall be decided at the Corporation's Refinery/Bottling Plant and the Corporation does not give any guarantee for utilisation of any trucks either for:
- a) Minimum number of days per month
  - b) Minimum mileage for each truck
  - c) Route in which the truck will be utilised

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

- (i) certain minimum number of days per month
  - (ii) certain minimum mileage per truck
  - (iii) on a particular route
16. (a) The contractor(s) shall undertake the movement of the product entrusted to him/her by the Corporation without transshipping.
- (b) If transshipment is inevitable, the Contractor(s) shall take permission from the Corporation in writing beforehand and ensure that adequate care and precaution is taken to ensure safe handling of the product into approved truck.
- (c) No additional charges will be paid by the Corporation for this transshipment.
- (d) BPCL will unless inconvenient to them, in their own judgment, use the trucks offered at lower rate for longer routes/Sector.
- 17 (a) Prior to the execution of this Agreement, the Contractor will furnish a security deposit of Rs.50,000/- per truck subject to a maximum of Rs 2,00,000/- of which an amount of Rs. 50, 000/- will be by way of a crossed demand draft/pay order drawn on any nationalized / scheduled bank in favor of "Bharat Petroleum Corporation Limited" payable at Mumbai and the remaining amount in the form of an irrevocable Bank Guarantee in the form acceptable by the Corporation at its sole discretion, valid for 6 months beyond the period of this contract.
- (b) The aforesaid security deposit will be adjusted against any claim of the Corporation under this contract or otherwise against the Contractor without any further reference to the Contractor
- (c) In case the Truck/s offered by the Contractor under this Contract are withdrawn during the pendency of this contract and relief trucks are not provided within 15 days of withdrawal, Security deposit @ Rs. 50,000/- per each truck withdrawn will be forfeited.
- (d) As and when forfeiture of the Security Deposit in full or in parts as mentioned above takes place for whatsoever reasons, an equal amount would be replaced by the

Contractor in order to maintain the total amount covered under Security Deposit as Rs 2,00,000/- or as the case may be. Till the replacement is made as above, Corporation would not be utilising the trucks of the Contractor.

18. The contractors shall not assign his/their right under this contract or any work entrusted to him/them to any person whatsoever or reconstitute the firm except with the prior written consent of the Corporation.
19. If at any time during the currency of this agreement the Contractor(s) fails to provide trucks and/or transport the product as provided herein and/or fails to perform the various other obligations specified in this agreement, the Corporation shall at its sole discretion and without prejudice to any other rights and remedies engage the services of other Agencies to perform the obligations of the Contractor and transport the products and in such an event the Contractor(s) undertakes to reimburse the Corporation all the additional expenses incurred by the Corporation in this connection.
20. Nothing herein contained shall prevent the Corporation from engaging any other Contractor (s) to carryout the transportation work similar to the work entrusted to the contractor(s).
21. The Corporation reserves the right to appoint two or more Contractors as it deems necessary towards achievement of efficient, timely completion of the job and the Contractor shall have no right to raise any objection to such action of the Corporation.
22. The Corporation shall not be liable to pay any amount towards detention of the trucks either at the Corporation's Bottling Plant or at the Distributor's end.
23. If for any genuine reasons, such as diversion of the road, temporary closure of the road, the trucks cannot ply through the route based on which RTKM was fixed and mentioned in Performa I to this Agreement, the RTKM mentioned in the said Performa will be modified and revised for such period and the contractor is bound to follow alternative route based on the distances as may be certified by Collector of a particular district or any official of the Ministry of Surface Transport or by such other authority as may be recognized by the Corporation at their sole discretion.
24. The Contractor(s) shall have a contact office, where the trucks will have to be positioned and get the photographs, names and addresses, designations and signatures of their authorised agents / representatives duly registered in advance with the Corporation.
25. (a) The contractor shall, for the purpose of carrying out the activities mentioned in this Agreement, employ or engage their own personnel having valid heavy vehicle driving license and will comply with all other provisions of law as applicable in respect of such driver/crew member or employee  
(b) None of such employees of the contractor shall claim any wage, compensation or any other sum from the Corporation in any circumstances whatsoever.



- (c) The Contractor(s) shall observe and comply with the requirements of the Minimum Wages Act, the ESI Act, PF and all other Industrial / Labour legislation's for the time being in force or may later be brought into force governing the relationship between the employer and the employees and also undertake to hold the Corporation indemnified against all claims payments, losses that the Corporation may have to make or suffer on account thereof.
  - (d) The contractor(s) will accept liability of payment of compensation in accordance with the provisions of the Workmen's Compensation Act, 1923, read with the ESI Act 1948 or amendments thereafter for personal injury caused to any workmen by accident arising out of and in the course of his employment by the contractor(s) in the discharge of the contractor(s) obligations under the Agreement. The contractor(s) will indemnify the Corporation and keep indemnified from and against all payments by way of compensation or otherwise which the Corporation in connection with, any claim preferred by such workmen and/or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third party, person caused by the Contractor(s) their workmen, servants and agents.
  - (e) If for any reason whatsoever, the corporation is made to pay any amount to such employees of the contractor, the Contractor agrees to indemnify the Corporation from any such claim, including the expenses which the Corporation may incur in defending such claim.
26. The contractor(s) and his/her/their men shall abide by the Rules and Regulations when they are within the Corporation's premises and will abide by all applicable rules and regulations for the entire period of the transportation of the Corporation's product to and from the LPG Bottling Plant and the Distributor's end.
27. The Contractor(s) will indemnify the Corporation against the consequences arising out of his/her/their workmen's/servants/agent's default or negligence or violation or non-adherence to Municipal / State/Central Acts relating to the carriage of goods. Should the Corporation be held liable for any loss, damage or compensation to any party arising from or in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Contractor(s) to the Corporation together with the cost incurred on any legal proceedings pertaining thereto. The contractor(s) shall whenever required by the Corporation or Governments official authorised under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.
28. (a) The Contractor 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 Contractor, his/their agents, representative or employees. The Corporation shall be entitled to deduct from the amounts payable to the Contractor under this Agreement or otherwise the loss or damages so suffered.

- (b) The Contractor will be liable for any loss and/or injury to Corporation's employee due to careless, negligent, wrongful act or default of the Contractor, his/their representatives or employees in carrying out the job under this contract.
- (c) The Contractor will make good to the Corporation any loss what so ever suffered by the Corporation, including but not limiting to the loss arising from:
- (i) the confiscation by the Government or local authorities of any quantities of the said products delivered to the contractor(s) for transporting and
  - (ii) loading/unloading or in transit for reasons other than the acts of God riots or civil commotion

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

- (d) Under no circumstances the Corporation shall be liable to compensate the Contractor for any loss or damage caused to the contracted trucks unless such loss or damage has been caused for any willful or intentional act committed by the Corporation.
29. The Transporter shall comply with all statutory provisions relating to his trade/business /profession including his own employees or employees engaged by transporter and Corporations shall not be responsible for his omission/commission. Further, the transporter undertakes to abide by the provision of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 in as much as the "Road Motor Transport Establishments" in the list of Non –Factory Industries to which the EPF & MP Act has been made applicable, is a class of establishments notified at item no. (4) of Appendix-I of EPF and MP Act, 1952 and as such the transporter shall ensure appropriate coverage of the TT Crew under the said Act and keep the Corporation indemnified for any non-compliance by the transporter.
30. If before the tender/offer is accepted or during the validity of the tender/contract, it comes to the knowledge of the Corporation that the information/documents submitted by the Tenderer/Contractor at the time of Tender submission/contract/during the pendency of the contract, is wrong/false/fake/forged/any material facts have been concealed, the Corporation reserve the right to not only reject such offer received and/or terminate the Contract but would also be free to take any action which may include blacklisting.
31. This contract shall be for a period of 2 years with effect from **01.04.2011 to 31.03.2013** with option(s) of extending the same for an aggregate period not exceeding one year at the sole discretion of the Corporation, on the same terms and conditions as contained in this Agreement.
32. The Corporation reserves the right to terminate the contract at any time before the expiry of the period of contract by giving the Contractor 30 days advance notice in writing without assigning any reason whatsoever.

- 33 The Corporation in its absolute discretion and without prejudice to its other rights and remedies may terminate this contract forthwith, if:
- (a) the Contractor commits a breach of any of the terms and conditions of this agreement; or
  - (b) the contractor being a proprietor, dies; or
  - (c) the contractor being a partnership firm, one of the partners dies; or the Contractor being a firm, any member of the Contractor firm is adjudged insolvent or enters into any arrangement or compromise with the creditors or execution or other process is levied or
  - (d) the road permit issued by the Transport authorities to the Contractor is cancelled or revoked.
34. (a) Any dispute or difference of any nature whatsoever any claim, cross claim, counter-claim or set off of the Corporation against the Transporter or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this Agreement shall be referred to the sole Arbitration of the Director(Marketing) of the Corporation or of some officer of the Corporation who may be nominated by the Director (Marketing).The Transporter will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the Corporation or that he has dealt with the matters to which the contract relates or that in the course of his duties as an officer of the Corporation he had expressed views on and or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director(Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director(Marketing) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an officer of the Corporation if the director (Marketing) does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the director (Marketing) or a person nominated by such Director (marketing) of the Corporation as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause .
- (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 Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him

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

**35. JURISDICTION**

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

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

Signed and delivered by the  
Within named Contractor(s)  
In the presence of

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

**DANGEROUS PETROLEUM REGULATION OF TRUCKS**

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

**To be submitted on a stamp paper of Rs. 100/-**

**FORM OF STANDING BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

THIS DEED OF GUARANTEE made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and One between

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

**OR**

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

**OR**

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

*(\*\* Strike out whichever is not applicable)*

of the FIRST PART, AND

\_\_\_\_\_, a Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its head office at \_\_\_\_\_ and branch office at \_\_\_\_\_ hereinafter referred to as "THE GUARANTOR" (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the SECOND PART AND

**BHARAT PETROLEUM CORPORATION LTD.**, a Company incorporated under the Indian Companies Act, 1913, and having its Registered Office at, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400 001, hereinafter called "THE CORPORATION" (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the THIRD PART

WHEREAS the Contractor has submitted an offer pursuant to a Tender Notice issued by the Corporation and the said offer has been accepted by the Corporation.

AND WHEREAS after accepting such offer, the Corporation had issued a Letter to the Contractor in acknowledgment of such acceptance.

AND WHEREAS in terms of the tender terms, the Contractor is to deposit a sum of Rs. \_\_\_\_ (Rupees \_\_\_\_\_ only) as Security Deposit with the corporation for due performance of the terms of the contract entered or to be entered into by and between the Contractor and the Corporation.

AND WHEREAS it has been further agreed between the Contractor and the Corporation that a sum of Rs. \_\_\_\_ out of a sum of Rs. \_\_\_\_\_ to be paid as security deposit will be paid by the Contractor by way of a demand draft and the remaining amount of Rs \_\_\_\_\_ will be paid by the Contractor to the Corporation in the form of a Guarantee from a Nationalized Bank in such form and manner as may be acceptable to the Corporation at its sole discretion.

AND WHEREAS in view of the aforesaid agreement, the Contractor has requested the Guarantor herein to issue a Guarantee in favour of the Corporation and the Guarantor herein has agreed to issue such Guarantee in the manner appearing hereinafter.

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

1. If at any time, the Contractor(s) commits any breach of the terms and conditions of tender and/or contract to be signed by and between the Contractor and the corporation on the terms and conditions contained in the tender terms, the Guarantor shall pay to the Corporation on demand without any demur the amount payable by the Contractor and will indemnify and keep indemnified safe and defended the Corporation at all times hereafter against any loss which the Corporation may suffer by reasons of any default committed by the Contractor in observance and performance of the terms and conditions of the tender and/or the contract to be signed by and between the Contractor and Corporation and all costs, charges and expenses whatsoever which the Corporation may incur by reasons of any default on the part of the Contractor.
2. The Bank further agree that the Corporation shall be the sole judge to decide as to whether the contractor has committed any breach or breaches of any of the terms and conditions of the tender/the contract and the extent of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation and the decision of the Corporation that the said contractor(s) has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on the Bank.
3. The 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 all the contracts in respect of which the Contractor(s) has been exempted from making a deposit of the Security Deposit by virtue of this Guarantee and till all the dues of the Corporation under the said contracts or by virtue of any of the terms and conditions governing the said contracts have been fully and properly carried out by the said contractor(s) and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claim under this Guarantee \_\_\_\_\_ after \_\_\_\_\_ years from the date of expiry

last or after expiry of the defects liability period as provided in the contract which expires last or after expiry of \_\_\_\_\_ years this Guarantee has been served on the Bank before the expiry of the said period of \_\_\_\_\_ whichever is earlier unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period of years. Provided, however, if Corporation thinks that the said period of \_\_\_\_\_ years after the date of expiry of the defects liability period as provided in the contract which expires I shall expire after the expiry of the period of \_\_\_\_\_ years from \_\_\_\_\_ day of \_\_\_\_\_ the Bank hereby agrees and undertakes on being called upon by the Corporation to extend the date of validity of this Guarantee for a further period of \_\_\_\_\_ years from the said \_\_\_\_\_ day of \_\_\_\_\_ at least two months before the expiry of the said period of years from \_\_\_\_\_ days of and if the Bank fails to do so the Bank shall forthwith pay to the Corporation the said sum of Rs. \_\_\_\_\_.

4. The Corporation shall have the fullest liberty without affecting in any way the liability of the bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said contracts or to extend time of performance by the said contractor(s) or to postpone for any time and from time to time any of the powers exercisable by them against the said Contractor(s) and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to the Corporation and the said Bank shall not be released from its liability under these presents by any exercise of the Corporation of the liberty with reference / to the matter aforesaid or by reason of time being given to the said contractor(s) or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said contractor(s) or of any other matter or thing whatsoever which under the law relating to the sureties would but for this provision have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for the Corporation to proceed against the Contractor(s) before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Corporation may have obtained or to be obtained from the Contractor(s) at the time of the proceedings against the Bank.
6. The Contractor(s) hereby agrees and undertakes that if the Corporation has become entitled to forfeit the amount of Security Deposit of any part thereof in respect of any of the Contracts for which he has been exempted from payment of Security Deposit by virtue of this Guarantee and if the Corporation has recovered the said amount of Security Deposit or any part thereof from the Bank under this Guarantee, the Contractor(s) shall forthwith on the happening of any such event arrange to have the amount of Guarantee increased to the said sum of Rs. \_\_\_\_\_ as aforesaid and till such time as he furnishes a fresh or further Bank Guarantee bringing the amount of Rs. \_\_\_\_\_ Guarantee to the said sum of Rs. \_\_\_\_\_ contractor(s) shall not be entitled to any exemption in respect of payment of any Security Deposit in respect of any of the tenders submitted by him after the date of forfeiture of any amount of Security Deposit by the Corporation under any of the said contract and such amount having been recovered from the Bank under this Guarantee.



7. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the said contract or the said Bank shall not discharge our liability hereunder.

IN WITNESS WHEREOF the Guarantor herein set their hands and seal on the day, month and year first above written

SIGNED SEALED AND DELIVERED

By \_\_\_\_\_

The Guarantor herein

At \_\_\_\_\_

**GAS CYLINDER RULES 1981**

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

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

**LIST OF RELATIVES**

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

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

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

PARTICULARS OF TENDERER

Dear Sirs,

We are,

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

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

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

Signature :

Date :

Rubber stamp :

**QUESTIONNAIRE**

1. Constitution of Firm :
2. Nature of the firm (state whether Limited Co. Partnership, Co-operative Society or Sole Proprietor (if Partnership, attach xerox copy of Partnership Deed) :
3. Whether belonging to SC/ST. :  
If yes, provide necessary Documentary evidence.  
(\*Please also see the note hereunder)

(\* Please note that in case of Partnership firm and Co-operative Society, all the Partners/members should belong to same category, otherwise firm would be taken in "General Category".

4. Year of Establishment :
5. Registration No. of Company/Firm if any :
6. Postal Address of Office of the firm/company :
7. Telegraphic Address, if any :
8. Telephone No. (s), if any :
9. Address of Branches, if any :
- 10 (a) Name of Directors, in case of company :  
along with residential address and phone nos.
- (b) Name of partners, in case of Partnership :  
along with residential address and telephone no. of each partners
- (c) Name of Proprietor :  
with residential address and telephone No.  
(Please indicate Address of each Director/Partner/Proprietor as the case may be with telephone No., if any.
11. Permanent Income Tax No. :

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

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

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

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

---

**DECLARATION BY THE TENDERER**

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

**LETTER OF UNDERTAKING**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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



(On Rs.100/= Stamp paper)

**ANNEXURE - VIII**

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

To,  
Bharat Petroleum Corporation Limited

Dear Sir,

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

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

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

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

Yours faithfully,

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

**FORM OF CASTE CERTIFICATE**

This is to certify that Shri / Shrimati / Kumari \_\_\_\_\_

Son / daughter of \_\_\_\_\_ of district / division

Of the State / Union Territory \_\_\_\_\_ belongs to the

\_\_\_\_\_ Caste / Tribe which is recognized as Schedule  
Caste / Schedule Tribe under :

1. The Constitution (Scheduled Castes) Order, 1950  
The Constitution (Scheduled Tribes) Order, 1950  
The Constitution (Scheduled Castes) (Union Territories) Order, 1951  
The Constitution (Scheduled Tribes) (Union Territories) Order, 1951  
As amended by the SCs and STs (modification Order, 1956, the Bombay Reorganisation Act, 1960. The Punjab Reorganisation Act, 1970, the North Eastern Areas (Reorganisation), Act, 1971 and the SC and ST Order (Amendment) Act, 1976.  
The Constitution (Jammu & Kashmir) Scheduled Castes Order, 1956. The Constitution (Andaman and Nicobar Island Scheduled Castes Order, 1959 as amended by SCs and STs Order (Amendment) Act, 1976.  
The Constitution (Dadra and Nagar Haveli) Scheduled Castes Order, 1962  
The Constitution (Pondicherry) Scheduled Castes Order, 1964  
The Constitution (Scheduled Tribes) (Rajasthan) Order, 1967  
The Constitution (Goa Daman and Diu) Scheduled Castes Order, 1968  
The Constitution (Goa Daman and Diu) Scheduled Tribes Order, 1968  
The Constitution (Nagaland) Scheduled Tribes Order, 1970  
The Constitution (Sikkim) Scheduled Castes) Order, 1978  
The Constitution (Sikkim) Scheduled Tribes) Order, 1970

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

This Certificate is issued on the basis of the Scheduled Caste / Schedule Tribe Certificate issued to Shri/Shrimati \_\_\_\_\_

Father / mother of Shri / Kumar\* \_\_\_\_\_ of

\_\_\_\_\_ of the State / Union Territory\* \_\_\_\_\_

\_\_\_\_\_ who belongs to the \_\_\_\_\_

Caste / Tribe\* which is recognized as a Scheduled Caste / Scheduled Tribe.

In the State / Union Territory\* \_\_\_\_\_ issued  
By the \_\_\_\_\_ (Name of prescribed authority) vide their  
No. \_\_\_\_\_ dated \_\_\_\_\_.

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

Signature : \_\_\_\_\_

\*\* Designation : \_\_\_\_\_  
(with official seal)

Place : \_\_\_\_\_ State / Union Territory : \_\_\_\_\_  
Date : \_\_\_\_\_

- \* Please delete the words which are not applicable.
- @ Please quote specific presidential order.
- % Please delete Paragraph which is not applicable.

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

**LIST OF AUTHORITIES EMPOWERED TO ISSUE CERTIFICATES OF VERIFICATION**

1. District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner / Additional Deputy Commissioner / Deputy Collector / 1<sup>st</sup> Class Stipendiary Magistrate / City Magistrate / Sub divisional Magistrate / Taluka Magistrate / Executive Magistrate / Extra Assistant Commissioner

(not below the rank of 1<sup>st</sup> class stipendiary magistrate).

2. Chief Presidency Magistrate / Additional Chief Presidency Magistrate / Presidency Magistrate.
3. Revenue Officers not below the rank of Tehsildar.
4. Sub-divisional Officer of the area where the candidate and/or his family normally resides.
5. Administrator / Secretary to Administration Development Officer (Laccadive and Minicoy Islands).

**Note :**

1. **Caste Certificate has to submitted a fresh even if the contractor is already a contractor with BPCL and had submitted the Caste certificate with the Earlier tenders.**
2. **General Category tenderers should cross out the Annexure X and XI by drawing a line across.**

**INDEMNITY BOND/UNDERTAKING**

**From**

M/s.....

**To**

M/s. BPCL, Mumbai

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

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

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

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

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

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

And whereas the contractors are bound by law to comply with the provisions of various Labour Laws like minimum wages Act, 1948; Equal Remuneration Act 1976; Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act 1979; Contract Labour (Regulation and Abolition) Act 1970; Workmen’s compensation Act 1923; Employees State Insurance Act as also the Provident Fund Act providing for Provident Fund Scheme for labourers engaged by the Contract but in the event of violation of the provisions of various amenities and facilities to the workers under the different labour laws not only the Contractors but also the Corporation as the principle employer becomes liable for the acts omissions and commission by the contractor.

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

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

7. In the event the Location in charge of the Corporation is not satisfied about the payment of wages made and the recovery of PF etc. from the labourers employed by the Contractors, the Contractors hereby agree and authorise the Corporation to withhold the payment of their bills till the Contractors complete all the obligations in this matter
8. Notwithstanding the provisions contained in Clause 7 above, the contractors hereby undertake and authorize the corporation to recover dues payable by the contractors to the labourers employed by them as also amounts on account of PF contributions (including the Contractors contribution) as also all losses, damages, costs, charges, expenses, penalties from his bills and other dues including the Security amount.
9. The contractors hereby agree that the aforesaid indemnity undertaking are in addition to and not in substitution of terms and conditions in the Tender documents and the work order and also the agreement executed by the contractors with the corporation.
10. The contractors hereby confirm, agree and record that this letter of undertaking and indemnity shall be irrevocable and unconditional and shall ensure for the corporation benefits and for the benefit of its successors an assigns.

Yours faithfully,

Date:

Witness: (a) Full Address

(b) Full Address

**UNDERTAKING**

**We declare as under:**

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



**PRICE BID**

**BHARAT PETROLEUM CORPORATION LIMITED**

**LPG PACKED TENDER NO. BPCL/LPG/PKD/WR/2011/03/ MUMBAI**

**CLOSING DATE / TIME: 17/03/2011 @ 15:00 HRS**

**RATE SCHEDULE**

(Schedule for transportation of Bharat Gas Cylinders from BPCL MUMBAI REFINERY (MAHUL) LPG PLANT, PVT BOTTLER AT MAHUL & MURBAD to distributors and vice versa and return of equal numbers of empty cylinders to the plant)

**RATE FOR – BPCL, MUMBAI REFINERY (MAHUL) LPG PLANT, PVT BOTTLER AT MAHUL & MURBAD**

**Rates for 14.2 Kg cylinders**

**(Please quote in both figures and words)**

Slab	Unit	Bench Mark Rates	+ 10 % of Bench Mark rates	- 10 % of Bench Mark rates	Rates to be quoted by the Tenderer (within +/- 10% of Bench Mark Rates)
<b>RATE FOR LORRY HAVING CAPACITY OF 306 CYLS OF 14.2 KG</b>					
<b>0 – 20 RTKM</b>	<b>Rs./Cyl.</b>	<b>08.60 (Eight Point Six Zero)</b>	<b>9.46</b>	<b>7.74</b>	
<b>21 - 40 RTKM</b>	<b>Rs./Cyl.</b>	<b>10.40 (Ten Point Four Zero)</b>	<b>11.44</b>	<b>9.36</b>	
<b>41 - 70 RTKM</b>	<b>Rs./Cyl.</b>	<b>11.65 (Eleven Point Six Five)</b>	<b>12.82</b>	<b>10.49</b>	
<b>&gt; 70 RTKM</b>	<b>Ps./Cyl./RTKM</b>	<b>14.50 (Fourteen Point Five Zero)</b>	<b>15.95</b>	<b>13.05</b>	

Bench mark rates given above are calculated considering Diesel (HSD) prices applicable at Mumbai City as on 01.03.2011. Tenderers should quote their rates based on HSD rates applicable as on 01.03.2011 at Mumbai city. Any variation thereafter will be considered appropriately for escalation/de-escalation as per tender conditions.

Rates shall cover all expenses including transportation, loading / unloading, Toll taxes, Mathadi charges, stacking / destacking charges at distributors end or any other levies as

applicable. The Octroi shall be reimbursed by our plant on submission of original Octroi receipt as a proof of payment. However the transporter is required to pay the Octroi at the 1<sup>st</sup> instance while delivering the load to the distributor.

- 1) Rates quoted must be within +/- 10% range of the Bench Mark Rates given above. If rates quoted by the tenderer are beyond +/- 10% range of the Bench Mark Rates, those will not be considered for award of job and tenderer is liable to be disqualified with forfeiture of EMD as per discretion of BPCL.
- 2) For transportation of filled cyls. to the destinations, 65% (Sixty five percent) of the above rate will be paid and for transportation of empty cyls, from the destinations to LPG Plants (BPC/OMC/PMC), 35%(thirty five percent) of the above rate will be paid.
- 3) Rates shall include transportation, loading/ unloading at both end and stacking/ destacking charges at distributors end.
- 4) The rates payable for 5 Kg, 19 Kg, 35 Kg and 47.5 Kg cylinders shall be 0.35 times, 1.3 times, 2.5 times and 3.3 times respectively of the rate of 14.2 kg cylinders.
- 5) The rates are subject to the minimum charges per truck load for any slab being not less than the maximum amount payable for transportation in the previous slab.
- 6) In case of movement of empty cylinders between plants and to pressure testing agencies and vice versa on TWO Way basis, 50% of the quoted rates will be paid for each side movement.
- 7) For one way loads, 65% of the above rates would be paid.
- 8) Transport Rates finalised vide this tender are applicable for vehicles having Capacity of 306 Cylinders of 14.2 Kg. Vehicles having capacity less than 306 cylinders, if required to be inducted, will be at the sole discretion of BPCL. However rates for these vehicles having capacity less than 306 cylinders will be same as applicable for 306 cylinder capacity Trucks