

**CPO WAREHOUSE, SEWREE (MUMBAI)
BHARAT PETROLEUM CORPORATION LIMITED
A-INSTALLATION, SEWREE-FORT ROAD
SEWREE (EAST), MUMBAI – 400 015**



LIMITED TENDER

**TRANSPORTATION OF VARIOUS MATERIALS FROM
CORPORATIONS LONI, BUDGE BUDGE, TONDIARPET & SEWREE
WAREHOUSE TO ALL OVER INDIA ON ARC BASIS.**

Tender No. CRFQ-1000195673

(E-Tender System No.12608)

Due Date: 17.10.2013 at 15.00 Hours

SUB: TRANSPORTATION OF VARIOUS MATERIALS FROM CORPORATIONS LONI (Northern Region), BUDGE BUDGE (Eastern Region), TONDIARPET (Southern Region) & SEWREE (Western Region) WAREHOUSE TO ALL OVER INDIA ON ARC BASIS. FOR THE PERIOD OF ONE YEAR FROM THE DATE OF ISSUE OF LOI / CONTRACT

1. Bharat Petroleum Corporation Limited is a Fortune 500 Navratna PSU engaged in manufacturing and Marketing of diverse range of Petroleum Products.
2. You are invited to submit your most competitive rates for **transportation of various materials from Corporations Loni (Northern Region), Budge Budge (Eastern Region), Tondiarpet (Southern Region) & Sewree (Western Region) Warehouse to all over India** and pleased to invite your bids in two parts viz. Techno-Commercial Bid (Part-A) and Price Bid (Part-B) for the period of 1-year from the date of issue of LOI / Contract.
3. This is an e-tender. Please visit the website <https://bpcl.eproc.in> for participating in this tender process and submitting your Techno-commercial and Price bids online.
4. The attached tender document consists of the following:

Part A: Techno-Commercial Bid (other than Price Bid)

- a) General Terms & Conditions for Transportation **(Annexure-I)**
- b) Diesel Rate Escalation / De-escalation **(Annexure-II)**
- c) Technical Specifications for Transportation **(Annexure-III)**
- d) Performance Bank Guarantee (PBG) Format **(Annexure-IV)**
- e) General Instructions to bidders for E-Tendering **(Annexure-V)**

Information pertaining to Techno-commercial and other details and Relationship with Directors shall have to be submitted online.

The Vendors shall also be in a position to produce further information as and when required by BPCL.

Part B: Price Bid

Vendors have to submit Price Bids online.

1. All the tender documents and Annexures, Techno-commercial and other details and Price Bids shall be required to be digitally signed with a **Class IIB** or above digital signature by the authorized signatory. The authorized signatory shall be:
 - a) Proprietor in case of proprietary concern.
 - b) Authorised partner in case of partnership firm.
 - c) Director, in case of a Limited Company, duly authorized by its board of directors to sign.

If for any reason, the proprietor or the authorised partner or director as the case may be, are unable to digitally sign the document, the said document should be digitally signed by the constituted attorney having full authority to sign the tender document and a scanned copy of such authority letter as also the power of attorney (duly signed in the presence of a Notary public) should be uploaded with the

tender.

2. Online submission of the tender under the digital signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions
3. Your bid should be submitted online on or before the due date i.e. **17.10.2013 at 15.00 Hrs.**
4. The vendors who are currently on BPCL(s) Holiday List will not be considered.
5. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. BPCL is also not bound to accept the lowest Bid.
6. If BPCL is unable to evaluate any offer for want of information, such offer will not be considered.
7. BPCL reserves the right to accept/ reject any or all the Bids at their sole discretion without assigning any reason whatsoever.
8. Bids submitted after the due date and time as mentioned above, or not in the prescribed format is liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/ or other documents to be uploaded online. No claims on this account shall be entertained.
9. Based on the information and documents submitted, the parties who are found to be Techno-commercially eligible shall qualify for the next round of the tender viz. Price Bid. The results of this qualification round shall be intimated to the tenderer by e-mail.
10. For clarifications, if any, please feel free to contact the undersigned on any working day between 10:00 am to 4:00 pm.

Thanking you,

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

Udaykumar P.
Executive Warehouse, Sewree

Part A: Techno-Commercial Bid

Annexure-I

General Terms & Conditions for Transportation

1. **VALIDITY OF THE OFFER:** Offer should remain valid for at least 60-days from the due date.
2. **PERIOD OF CONTRACT AND QUANTITY:** The period of ARC will be One Year from the date of LOI extendable by 3 -months at Corporation(s) discretion on the same terms and conditions.
3. **Unit of Measurement (UOM) - Lumpsum**
4. All the tender documents and Annexures, Techno-commercial and other Details, Price Bids and declaration forms as well as all uploaded documents (as per technical specifications) shall form the part of the tender. Techno-commercial details, declaration forms and Price Bid will be online only. The details of the E-Tender process are enclosed as **Annexure IV**.

Offers should strictly be in accordance with the Tender Terms & Conditions and our Specifications. Tenderers are requested to carefully study all the documents/ annexures and understand the conditions, specifications, drawings etc, before submitting the tender and quoting rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.

Following list of materials are expected to be dispatched through the Annual Rate Contract (list not exhaustive) only indicative.

[a] Underground Tanks:

Approximate size of Underground Tank:

| PARTICULARS | 10 KL U/G | 15 KL U/G | 20 KL U/G |
|--------------------|------------------|------------------|------------------|
| Length X Dia. | 3.4m x 2.00m | 5m x 2.00m | 6.75m x 2.00m |
| Approx. Weight | 2.0 MT | 2.4 MT | 2.8 MT |

[b] Pump Dispensing & MPDs.(Appropriate dimensions in feet & weight in Kgs. given as below):

| Description | Length | Breadth | Height | Weight Range |
|--------------------|---------------|----------------|---------------|---------------------|
| MPDs | 5.0 feet | 2.5 feet | 8.3 feet | 400 to 550 Kgs. |
| STP Pump | 2.8 feet | 1.9 feet | 7.5 feet | 80 to 100 Kgs. |

[c] Speed / AFFF and misc. barrels of 200-Kgs. Capacity (Approximate weight)

[d] Different types of Signages and Emblem Poles.

[e] Pipelines, Gate Valves, Pipe Fittings, Flanges and Packed Lubricants. The sizes of these items may vary from time to time. Fire fighting equipments & accessories, Cylinders Valves, Tyres and Tubes and other miscellaneous items which will be packed in wooden cases, Gunny bags, Paper cartons or loose.

The above list of items is only indicative and not exhaustive. Any other items not covered in the above list is also to be transported as per the rates.

If any clarification is required on any clauses(s) or any other item(s), please contact Procurement Leader (CPO) / Manager (CPO) Warehouse at Sewree during office hours on any working day before the due date (022 – 24176404/ 24176407)

Please also note the following points while submitting your quotation:

(A) Your quotation should be on the following basis:

(1) Rates per Truck Load, on Lumpsum Basis (1-MT, 2.5-MT, 3.5-MT, 6-MT & 9-MT) and on Door Delivery basis against the kilometer slabs as mentioned in Price-Bid.

These rates would be valid for transportations of materials from:

- (a) CPO-Warehouse Sewree (Mumbai)
- (b) Loni Warehouse (Gaziabad)
- (c) Budge-Budge Warehouse (Kolkatta)
- (d) Tondiarpet Warehouse (Chennai)

(B-Installation, Benzene Installation, Khau creek Installation at Sewree / Wadilube Installation at Wadibunder / BPCL Refinery, Mahul / Supplier(s) Premises within Mumbai & Navi Mumbai / Mulund CFS & JNPT (for imported items) to various up-country location consignees on Door-Delivery basis).

This is applicable only for CPO-Warehouse, Sewree, Mumbai.

(2) Though full truck load can carry normally up to 1MT/ 2.5MT / 3.5MT / 6MT / 9MT, in case the truck has to carry extra weight in rare cases, additional freight will paid on PRO-RATA basis.

(3) Two-point collection / delivery will be carried out by the Transporters if both the points of collection / delivery are in the same District and / or nearby area.

(B) The trucks provided by the Transporter shall have flat flooring and no angles should be protruding from the inside/ outside of the trucks body, to avoid damage of materials in transit.

(C) The rates quoted should be firm and valid for a period of ONE YEAR commencing from date of **LOI**. Please note that this contract is only for movement of materials through 1MT, 2.5MT / 3.5MT / 6MT and 9MT Trucks as per RTO passing, for all locations. Trucks of smaller capacities than these will not be entertained against this contract.

This contract may be extended solely at the Corporation(s) discretion for a period of 3 months on the same terms and conditions. No increase in rates will be entertained during the tenure of this contract unless and until change of fuel price declared by the Government during the period of contract which is increase or decrease (differential cumulative amount rate of diesel price) by Rs. 3/-.

If the Central Government announces any change in the fuel prices before the due date of this Tender, the Transporters to quote taking into consideration the same. But, if the change in fuel prices is announced after opening this Tender / during the finalization of this Tender, all the rates will be suitably loaded (as per the formula mentioned in the diesel price escalation clause) and then evaluated. **Diesel price ex-Mumbai/ex-Gaziabad/ex-Kolkatta and ex-Chennai will be considered for rate calculation from the date of tender opening.**

Offers should be valid for acceptance for a period of 90 days from the due date of the tender. Once the tender is accepted and work awarded, the rates would be valid for the entire contractual period subjected to escalation/de-escalation clause.

The Corporation reserves the right not to accept the lowest or any other in part or full award split / parallel contracts or reject all or any of the offers without assigning any reason whatsoever.

The Transporter will be solely responsible for the safe transportation of all materials handed over to them for transportation and handing over all documents connected with the work to the respective parties.

The Transporter will have to take every care in handling the material and will be held responsible for any loss, damage, breakage or pilferage to the goods from the time they are uplifted from the warehouse, till delivery and obtaining the receipt confirmation from the consignee. In case of any damage, breakage or pilferage of material due to gross negligence of transporter during loading, unloading & transit, loss amount will be recovered from the transporter(s) bill.

The Corporation does not undertake any responsibility or make any commitment to provide the Transporter or their staff / agents with facilities such as office accommodation, tea, toilet, telephone etc.

The Transporter must ensure safe practices for the execution of the job and observe all the safety regulations of the corporation. For non-compliance of any safety rules, the Transporter will be held solely responsible for all consequences such as losses to the property or injuries to the persons of the Corporation or any other party.

The Transporter will indemnify the Corporation against all consequences arising out of their and / or their servant(s) / agent(s) defaults of negligence or violation of any Government Act relating to the transportation of the goods. The successful Transporters should provide identity badge for their authorized representative/s to supervise loading and signing documents on their behalf.

(D) Transporters Responsibility:

The Bank Guarantee should be issued on **Rs.100/- stamp paper** and should be submitted immediately after issue of Letter of Intent to the successful Transporter. No payment will be released till the submission of the **valid Bank Guarantee**.

Payment Terms: The successful Transporter should submit their bills / Invoices **within one to two weeks** of dispatch of material so as to enable us to clear the payment on regular basis. Bill submitted **after 3 months** from date of dispatch of materials / date of receipt of confirmation will not be entertained. **Payment will be made within 30 days from the date of receipt of bills / invoices complete in all respects along with stamped and certified receipt confirmation in original.**

Truck should be reported at the destination location latest by 3.00 PM, in case truck is detained at Consignee(s) location, it has to be clarified in writing from consignee with proper justifications of

detention. If the detention is approved by Procurement Leader (CPO) Mktg., detention charges of **Rs.500/-** per day per truck will be paid extra.

The transporter shall comply with all the latest rules and regulations of Government Authorities. This shall not come in the way of performance of the contract with regard to placement of trucks, safe delivery of materials to the concerned locations.

(E) Placement of Trucks:

On receipt of telephonic advice or by a written requisition or by e-mail from CPO Warehouse, Sewree,/CPO Warehouse Loni/CPO Warehouse Budge-Budge and CPO Warehouse Tondiarpet, the transporter shall arrange to collect the materials from the respective Warehouses, B Installation, Benzene Installation, Khau creek Installation at Sewree / Wadilube Installation at Wadibunder / BPCL Refinery, Mahul / Supplier(s) Premises & Fabricator(s) Works within Mumbai & Navi Mumbai / Mulund CFS & JNPT (for imported items) by their authorized personnel for transportation / delivery to the various up-county destinations / sites as directed by the competent authority.

On collection of materials / consignment from the warehouse, the Transporter will immediately submit a copy of lorry receipt / goods consignment note to enable the Corporation to arrange insurance. In case the Corporation is unable to arrange insurance for any consignment on account of delay from transporter(s) side in submitting the LR / GCN in time the Corporation in the event of any loss / damage shall recover the loss / damage to the consignments from the Transporter(s) pending bills. LR copy issued to BPCL should be in serial order as per Government rules and preferably a new LR book should be kept exclusively for dispatches from BPCL only.

The Corporation shall issue the Goods Issue Note (GIN) with necessary details of packages, destination and delivery instructions etc. Delivery to destinations stipulated as above will be effected within the stipulated period.

It is the responsibility of the Transporter to collect all the necessary documents required for each full truck load. In case of any doubt in documentation, it should be brought to the Corporation(s) notice immediately before releasing the trucks from Corporation(s) premises. The Corporation should not be held responsible for any problem arising out of documentation at a later stage. **Transporter should deliver the materials to destination location within the transit time mentioned in the tender / offer by the Transporter.** Performance of the transporter would be evaluated on this basis for future tenders.

Unloading: The unloading charges of all consignments will be borne by the consignee in all cases. In case the Transporter organizes and pays for unloading this will be reimbursed at actuals on presentation of authentic receipts for the amount paid **duly certified by the consignee.**

Income tax shall be deducted from bills as per the norms of income tax authority prevailing during the period or contract. **However, the transporters are required to quote their PAN number with their offer.**

The Transporter should arrange for the transportation of the goods entrusted to them, through their own vehicles. However, if required to entrust the job to any sister organization / agents, they should hand over the copy of such G.C.

Note duly endorsed by the CPO Warehouse Manager at Sewree (Mumbai) / Loni (Ghaziabad)/Budge-

Budge (Kolkatta) and Tondiarpet (Chennai) with proper justification and such assignments will be done only under the same terms and conditions as applicable to the contract.

The Transporter will have to pay octroi inter-state taxes or any other levy, that may be applicable en-route on the Corporation(s) behalf and claim such charges at actuals on production of original receipt along with the bills for transportation. Octroi service charges, if any, will be paid extra at the rate of 3% of the octroi amount. No advance payment will be made by the Corporation against the levies stated above.

The Transporter should give delivery of all consignments in full trucks to the consignee within the transit time indicated by the Transporter. In the event of the Transporter(s) failure to do delivery over and above the agreed delivery period, Rs. 500/- per day per truck load will be deducted from your bills (in case transporter fails to provide proper explanation for delay delivery).

In case of inordinate delay in delivering the consignment, the Corporation reserves the right to deduct Bank interest on the value of the consignments over the agreed transit time, and in case Transporter fails to provide proper explanation in time for the delay.

The Transporter should ***not off-load / transship*** the materials in the normal course. If however, any off-loading / transshipment becomes necessary, a written prior permission from the Procurement Leader (CPO), must be obtained. Any shortage / damages / non-receipt of material, deduction will be made at the rate of **110% of invoice value** of the materials from the pending bills of Transporter.

The Transporter should submit separate bills for each consignment dispatched clearly indicating GIN No, LR No. (original copy of Receipt Confirmation must be attached).

Transit Insurance for consignments will be arranged by BPCL as per the corporation current insurance policy.

OUR OFFICE TIMING:

CPO Warehouse, Sewree timing is from 8:30-am to 6:00-pm from Monday to Friday with a lunch break of half an hour.

CPO Warehouse, Loni, Budge-Budge & Tondiarpet timings is from 9:00-am to 5:30-pm from Monday to Saturday with a lunch break of half an hour.

Annexure-II

Diesel Rate Escalation / De-escalation

DIESEL RATE ESCALATION / DE-ESCALATION:

The Corporation will consider an appropriate increase / decrease in the schedule of rates during the contractual period in the event of increase / decrease in price only of HSD resulting from statutory increase / decrease.

The escalation / de-escalation shall be calculated on the basis of:

The Average consumption(K Km/Liter) of HSD which is taken as

- (1) 6-Km/Liter for 1.0 MT Truck
- (2) 6-Km/ Liter for 2.5MT Truck
- (3) 6-Km/ Liter for 3.5 MT Truck
- (4) 5-Km/ Liter for 6.0 MT Truck
- (5) 4-Km/ Liter for 9.0 MT Truck

Fuel Cost:

Escalation / De-escalation clause will be applied when change in HSD retail selling price in Loni/Budge-Budge/Tondiarpet/Mumbai either cumulative increment or decrement is minimum Rs. 3/- per liter only, and effective date of revision of freight rate will be from the date of increase / decrease of diesel price, crossing Rs. 3/- (±) from the base price considered. **For the 1st time base price of diesel (ex- Gaziabad / ex-Kolkatta / ex-Chennai & ex-Mumbai) will be considered as the price prevailing on the date of tender(03.10.2013) and subsequently rate revision will be done on increment / decrement of Rs. 3/- from the base price. Once revision done on price X then for the next time X price of diesel will be considered as base price for further revision.**

Based on above data, following formula will be applied in case of escalation/ de-escalation of fuel price.

FORMULA FOR HSD:

- 1) Consumption of HSD : **K-Kms./Liter**
- 2) Suppose distance of locations is : **N-Kms.**
Where **N** is the mean Kilometer of a slab {calculated as (maximum distance of slab+minimum distance of slab)/2}
- 3) Diff. in HSD price/ liter Ex-Mumbai (New Price - Base Price) : **Rs. P**

- 4) Extra cost incurred to procure N/K Liter of HSD : **N/K x P**
where **K** is Average Consumption of HSD in Km/liter as mentioned above.

- 5) Let freight of location **X** = Rs. **F** (Lowest quoted rate approved by BPCL
So, the Revised Rate works out to : **Rs. F +/- N/K x P**

The above formula is explained below by an example:

The Base Price Ex-Mumbai of HSD= Rs 36.08

The Revised Price Ex-Mumbai of HSD=Rs 39.54

Therefore, The Difference in HSD price/liter Ex-Mumbai (P) = Rs 39.54-Rs 36.08
= Rs 3.46

As the Price Difference is greater than Rs 3, hence Rate Escalation / De-escalation Clause will be applicable.
Price Escalation / De-Escalation Formula = $Rs. F \pm N/K \times P$

Consider Km Slab of 101-200,

Therefore, N = $(101+200) / 2$
= 150.5 Km

For 6MT truck K= 5Km / Liter

Freight of a Location X for 6-MT Truck=Rs 3891

Therefore, Revised Freight for Location X = $Rs 3891+150.5/5*3.46$
= $Rs 3891+104.14$
= Rs 3995.14

Now, New Price of HSD i.e. Rs 39.54 will become Base price.

Annexure-III

Technical Specifications for Transportation

| B.P.C.L. TRANSPORTATION REQUIREMENTS | Confirm / Yes |
|---|----------------------|
| SERVICE TAX: Vendor to quote rates exclusive of service tax & Inclusive of other statutory levies. | |
| OCTROI CHARGES, IF ANY: Transporter will pay octroi / inter state taxes or any other levies that may be applicable enroute on the corporation(s) behalf. Actual payment will be reimbursed on production of original receipt along with the bill. | |
| OCTROI SERVICE CHARGES: BPCL will pay 3% Service charges on actual octroi amount. | |
| PRICE ESCALATION: Price escalation will be applicable as per the tender Clause | |
| THE STANDARD DIMENTIONS OF TRUCKS: (1.0 MT) : Please Specify (2.5 MT) : Please Specify (3.5 MT) : 14 Feet (L) x 6.0 Feet (B) x 6 Feet (H) (6.0 MT) : 17 Feet (L) x 6.1 Feet (B) x 7 Feet (H) (9.0 MT) : 18 Feet (L) x 7.0 Feet (B) x 7 Feet (H) | |
| DISTANCE OF LOCATIONS: The distance of the locations will be taken / considered as per Web site: mapsofindia.com (http://www.mapxl.com/highway-path-finder) | |
| ADDITIONAL DISTANCE CHARGES WILL BE PAID: (1.0 MT): Rs. 13.50 per Kilometer (2.5 MT): Rs. 13.50 per Kilometer (3.5 MT): Rs. 13.50 per Kilometer (6.0 MT): Rs. 14.50 per Kilometer (9.0 MT): Rs. 16.50 per Kilometer In case of change in kilometer slab arising due to unforeseen closure / diversion of road for any location due to which the location falls in the next kilometer slab as notified by statutory authorities, additional freight charges will be paid for extra kilometers at the rate mentioned above and shall not be considered in the next Kilometer Slab. | |
| LOADING & UNLOADING: Loading & Unloading charges of all consignments will be borne by BPCL in all cases. In case the Transporter organises and pays for unloading this will be reimbursed at actual on presentation of authentic receipts for the amount paid duly certified by the consignee. | |
| MULTI POINT DELIVERY: Extra charge @ Rs. 700.00 per additional point will be paid. | |
| EXTRA CHARGES FOR OVERDIMENSION: Upto 10% dimension size: No extra charges will be paid.Above 10% over dimension: 20% of extra freight charges will be paid (applicable for length and height). | |
| LOADING FROM JNPT (Only for Western Region): Lumpsum extra 80 KM will be paid along with the freight rate for both types of truck loadings (LCV & HCV). | |

BANK GUARANTEE:

The successful Transporter will also have to execute a Bank Guarantee as per details given below:

Estimated Locations falling under Awarded KM Slab

Up to 10 Slabs Rs. 20,000.00

Up to 20 Slabs Rs. 40,000.00

Beyond 20 Slabs Rs. 80,000.00

The Bank Guarantee will be executed on BPCL(s) standard format. The Bank Guarantee will be returned within 6 months after successful completion of the contract period as per tender clause.

TAX DEDUCTION AT SOURCE (TDS):

Income Tax shall be deducted from bills as per the norms of Income Tax Authority prevailing during the period of contract. However, concessional income tax may be deducted if Transporter submits Income tax exemption certificate from Income Tax Authority.

PAYMENT TERMS:

The Transporter will submit their bills at an interval of two weeks and in the form stipulated by the Corporation from time to time. Bill submitted after 3 months from date of dispatch of materials / date of receipt of confirmation may not be entertained without valid reason.

Payment will be made within 30 days from the date of receipt of bills complete in all respects along with stamped and certified receipt confirmation in original. Confirmation Slip provided by the Warehouse should be signed by the receiving authority and need to be submitted along with the bill, failing which bill may not be considered.

FREIGHT RATE AND SERVICE TAX:

Your freight rate should be -On Lump sum Basis- for each slab, exclusive of -Service Tax- but inclusive of all other statutory levies etc. as applicable.

DELAYED DELIVERY:The Transporter should give delivery of all consignments in full trucks to the consignee within the transit time indicated by the Transporter. In the event of the Transporter(s) failure to do delivery over and above the agreed delivery period, Rs. 500.00 per day per truck load (LCV & HCV) will be deducted from Transporters bills (in case transporter fails to provide proper explanation for delay delivery).

TRANSIT TIME:

The standard / maximum Transit Time shall be calculated on the assumption that the vehicles shall run 300-kms/day. For the purpose of calculation of the transit time the day of loading and the day of unloading shall be excluded. In case of multipoint delivery, extra 4 hrs. for each point shall be allowed over and above the standard transit time fixed. Truck should preferably run between 6.00 AM to 10.00 PM to avoid theft and robbery in enroute.

DETENTION OF VEHICLE:

Truck should be reported at the destination location latest by 3.00 PM, in case truck is detained at Consignee(s) location, it has to be clarified in writing from consignee with proper justifications of detention. If the detention is approved by Procurement Leader-CPO / Regional warehouse In charge-CPO, detention charges of Rs. 500.00 per day per truck will be paid extra.

RECEIPT CONFIRMATION:

Acknowledgement of receipt of material from location has to be taken in BPCL(s) Goods Issue Note in addition to the Transporter LR copy and to be submitted along with the bills for further processing; failing which bill may not be accepted.

FORM -CC- CLEARANCE FROM BMC (Only for Western Region):

-CC- form need to be cleared for certain consignments at the BMC Check Post through our octroi agent ? located at all the BMC Check Post. No extra payment will be made for the same. Our agent will take care for clearing the -CC- form in BMC office, Transporter need to handover the paper to the agent and cooperate for clearance by BMC official. In case transporter is clearing the -CC- form No extra payment will be made for the same and cleared -CC- form need to be submitted at Sewree W/H within 7-days from the date of clearing the -CC- form otherwise same (Octroi refund) will be recovered from the Transporters Bills.

SPLIT ORDER:

The Corporation reserves the right to accept the lowest or any other in part or full award split / parallel contracts or reject all or any of the offers without assigning any reason whatsoever.

AWARD OF CONTRACT:The corporation may decide, at its sole discretion to distribute the quantities among the technically and commercially acceptable vendors so that there will be more than one vendor for each truck/distance slab. In such cases the distribution of business would be L-1: 80% and L-2: 20%.

LIABILITY OF TRANSPORTER:

The Transporter shall be liable to Bharat Petroleum Corporation Ltd, for any act or omission or commission on their part or their employees, thereby causing any loss, damage or inconvenience to the Corporation.

SOLE RESPONSIBILITIES OF TRANSPORTER:

The Transporter will be solely responsible for the safe transportation of all materials handed over to them for transportation and handing over all documents connected with the work to the respective parties.

FAILURE OF UPLIFTMENT OF CONSIGNMENTS:

In case the Transporter fails to lift the consignments as and when required / intimated, the corporation will have the option to arrange with any other party(s) for the dispatch of these materials and will deduct the Total expenditure damage incurred by the Corporation from the Transporter(s) pending bills.

TERMINATION OF CONTRACT

The Corporation reserves the right to terminate the contract if the contractor fail to carry out the job entrusted to them to the Corporation(s) satisfaction by giving them 30 day(s) notice in writing.

The Corporation also reserves the right to terminate the contract in part / full without assigning any reason whatsoever.

TRANSHIPMENTS:

Transshipment is not permitted. However, due to some unavoidable circumstances, if any transshipment is done during the transportation, the same will be immediately notified to Procurement Leader (CPO) with justification. If the transshipment is not approved by Procurement Leader-CPO / Regional warehouse In charge-CPO an amount of Rs. 3000.00 will be deducted from your bill. Repeated such acts may also affect concerned Transporters Vendor Rating.

The Contractor shall not load any other materials or passengers enroute. In case of violation of the same, the Contractor shall pay to BPCL, a sum of Rs. 3000.00 per such occurrence, as liquidated damages.

| | |
|--|--|
| <p>PLACEMENT OF VEHICLE:The Transporter will place necessary trucks within 48 hours of the telephonic / written instruction for arranging collections of materials for up-country dispatches.No trucks shall be allowed for loading after 3.00p.m. under any circumstances. Trucks reported after 3.00 pm will be loaded considering the urgency, and as per Procurement Leader-CPO / Regional warehouse In charge-CPO(s) discretion.The -48 hours-mentioned above will be counted considering 3.00p.m. as deadline. Any extra hour will be carried to the next day. Holidays will be excluded from counting of truck placement time.</p> | |
| <p>RULES AND REGULATIONS PROVIDED BY GOVERNMENT AUTHORITIES: The Transporter shall comply with all the latest rules and regulations of Government Authorities. This shall not come in the way of performance of the contract with regard to placement of trucks and safe delivery of materials to the concerned locations.</p> | |
| <p>INSURANCE: Insurance to be borne by BPCL</p> | |
| <p>VALIDITY OF CONTRACT: Contract will be made for one year extendable for a further period of 3-months at the discretion of the Corporation.</p> | |
| <p>MATERIALS MAY BE UPLIFTED DIRECTLY FROM FOLLOWING (Only for Western Region): Sewree Warehouse / Direct upliftment from Fabricator(s) / Supplier(s) work at Mumbai / New Mumbai / Mulund CFS (for imported materials) at the same rate. However for ex-JNPT lump sum extra 80km will be paid with the freight rate for all Truck loading.</p> | |
| <p>OTHER TERMS & CONDITIONS: Balance Terms & Conditions will be applicable as per the Tender.</p> | |
| <p>QUOTATIONS FOR: (1) LONI-Northern Region (NR) (2) BUDGE BUDGE-Eastern Region (ER) (3) TONDIARPET-Southern Region (SR) (4) SEWREE-Western Region (WR) THE VENDOR IS REQUIRED TO SPECIFY THE REGION(S) FOR WHICH THEY ARE SUBMITTING THEIR OFFER. KINDLY SPECIFY & CONFIRM.</p> | |

Note: In case of any Deviation kindly mention in the Deviation Sheet with proper Justification.

Annexure-IV

Performance Bank Guarantee (PBG) Format

PERFORMANCE BANK GUARANTEE
(On Non-judicial paper for appropriate value)

To,
Bharat Petroleum Corporation Limited

Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited, (hereinafter called **the Company** which expression shall include its successors and assigns) having awarded to M/s. (Name) (Constitution)..... (Address) (Hereinafter referred to as **The vendor** which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms interalia, of the Company(s) Purchase order No..... dated and the General and Special Purchase Conditions of the Company and upon the condition of vendor(s) furnishing security for the performance of the vendor(s) obligations and/or discharge of the vendor(s) liability under and / or in connection with the said supply contract up to a sum of Rs. (in figures).....Rs (in words).....only amounting to 10% (ten percent) of the total contract value.

We, (Name).....(constitution)(hereinafter called **The Bank** which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in ---- (Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company(s) losses and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee up to an aggregate limit of Rs(in figures).....Rs(in words).....only.

AND the Bank hereby agrees with the Company that

This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising up to and until midnight of

This date shall be 6 months from the last date of guarantee period.

ii This Guarantee / Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor(s) obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.

The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor(s) obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise vary

the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

iv. This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.

v. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee / Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

vi. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,
(Signature)
NAME & DESIGNATION
NAME OF THE BANK
NOTES:

Annexure-V

General Instructions to bidders for E-Tendering

1. Interested parties may download the tender from BPCL website www.bharatpetroleum.in (or) <http://eprocure.gov.in> (or) from the e-tendering website <https://bpcl.eproc.in> and participate in the tender as per the instructions given herein, on or before the due date and time of the tender. The tender available on the BPCL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender on-line on the e-tender system available on <https://bpcl.eproc.in>.
2. For registration on the e-tender site <https://bpcl.eporc.in>, you need to download the User Instruction Manual from the site and read it. They shall have to select Enrollment and complete the Supplier Registration Form by filling in all the information correctly. Kindly remember the login id, password entered therein. After you complete this process, system will generate an e-mail wherein a system generated Challenge Phrase will be mailed to you to complete balance registration process.
3. As a **pre-requisite for participation in the tender**, tenderers are required to obtain a valid Digital Certificate of **Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the tenderer.**

In case any tenderer so desires, he may contact our e-procurement service provider M/s. C1 India Private Limited (Contact no. 91-22-66865600) for obtaining the digital signature certificate. Please note that generally, it takes 5 working days for obtaining a digital certificate after the submission of all required documents / fees.

4. Corrigendum/ amendment, if any, shall be notified on the site <https://bpcl.eproc.in>. In case any corrigendum/ amendment is issued after the submission of the bid, then such tenderers, who have submitted their bids, shall be intimated about the corrigendum/ amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the tenderer. They have the choice of making changes in their bid before the due date and time.
5. Tenderers are required to submit their bid on-line on or before the due date and time of closing of the tender. The general **process for submitting the bid** is as follows:
 - i. Accept the contents of all the following Annexures in toto by clicking on the button provided on the screen below them:
 - (a) General Terms & Conditions for Transportation **(Annexure-I)**
 - (b) Diesel Rate Escalation / De-escalation **(Annexure-II)**
 - (c) Technical Specifications for Transportation **(Annexure-III)**
 - (d) Performance Bank Guarantee (PBG) Format **(Annexure-IV)**
 - (e) General Instructions to bidders for E-Tendering **(Annexure-V)**
 - ii. Techno-commercial Details, Declaration Forms and Price Bids will have to be filled online.

- iii. Vendors can submit deviation if any in the deviation section provided in the tender with proper justification.
6. Directions for submitting on-line offers, electronically, against e-procurement tenders directly through internet:
 - (i) Tenderers shall have to log on to the website (<https://bpcl.eproc.in>) for submitting their bid.
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (iii) Tenderers are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the tenderer intends to change/ revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - (iv) Once the entire process of submission of on-line bid is complete, the tenderers are required to go to option own bid view through dashboard and take the print of the envelope receipt as a proof of submitted bid.
 - (v) Bids/ Offers shall not be permitted in e-procurement system after the due date/ time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - (vi) No manual bids / offers along with electronic bids/ offers shall be permitted.
 - (vii) It shall be understood that every endeavour has been made to avoid error which can materially affect the basis of Tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on its account thereof. (this should be part of covering letter)
 - (viii) Once the -commercial (or) un-priced commercial bids are opened, tenderers can see the list of tenderers who have participated in the bid by logging on to the portal under their user ID and password and clicking on Other Bids view.
 - (ix) Subsequently, once the price bids are opened, tenderers can see the rates quoted by all the participating bidders using the same option.
 7. No responsibility will be taken by BPCL and/ or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause. It is advisable that tenderers who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date/ time so that there is sufficient time available with him/ her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is

suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/ after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.

8. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-procurement process, the tenderer may contact the following agencies / personnel:

1. For system related issues :

- a. M/s.C1 India at contact Details:

| HELPDESK NOS ARE OPEN BETWEEN 10:00 HRS to 18:30 HRS IST (MONDAY – FRIDAY) | | |
|--|--|----------------|
| Name | Email | Phone numbers |
| Chandan Pedamkar (Mumbai Office) | chandan.b@c1india.com | 91-22-66865610 |
| Ravi Gaiwal (Mumbai Office) | ravi.gaiwal@c1india.com | 91-22-66865605 |
| Mahfuz Mulla (Mumbai Office) | mahfuz.mulla@c1india.com | 91-22-66865633 |
| Ujwala Shimpi (Mumbai Office) | ujwala.shimpi@c1india.com | 91-22-66865601 |
| Tuhin Ghosh (Kolkatta) | tuhin.ghosh@c1india.com | 91-8981165071 |
| Ashish Goel (Noida) | ashish.goel@c1india.com | 91-9818820646 |
| Ajit Patil (Mumbai - CPO-M) | ajit.patil@c1india.com | 91-22-24176419 |
| Steven Crasto | steven.crasto@c1india.com | 91-22-66865631 |

- b. Executive, CPO-Warehouse, Sewree of M/s. BPCL at contact no. 022-24176407 followed with an e-mail to udaykumarp@bharatpetroleum.in

2. For tender related queries

- a. Executive, CPO-Warehouse, Sewree of M/s. BPCL at contact no. 022-24176407 followed with an e-mail to udaykumarp@bharatpetroleum.in
- b. Procurement Leader of BPCL at contact no 022-24176404 followed with an email to shahbm@bharatpetroleum.in

The responsible person of the tender is Procurement Leader, Group-IV, BPCL Phone No.022-24176404.

1. Declaration Forms:

DETAILS OF RELATIONSHIP WITH BPCL DIRECTORS

| | |
|--|--|
| PART- A (Applicable where Manufacturer is Sole Proprietor) | |
| 1. Name of Tenderer | |
| 2.a. Office Address | |
| 2.b. Residence Address | |
| 2. Telephone | |
| 4. State whether manufacturer is related to any of the director(s) of BPC | |
| 5. If `Yes to 4, state the name of the Director and manufacturer s relationship with him/ her. | |
| Put NA whichever is not applicable | |
| PART- B (Applicable where the manufacturer is a Partnership Firm) | |
| 1. Name of the Partnership firm | |
| 2. Address : | |
| 3. Name of Partners | |
| 4. State whether any of the partner is a Director to BPC | |
| 5. If `Yes to 4, state the names(s) of Directors. | |
| 6. State whether any of the partner is related to any of the Director(s)of BPC | |
| 7. If `Yes to 6 states the name(s) of Director(s) and the concerned Partner s relationship with him/her. | |
| Put NA whichever is not applicable | |
| PART - C (Applicable where the Manufacturer is a Public or Private Ltd. Co.) | |
| 1. Name of the Company | |
| 2.a. Address of Regd. Office | |
| 2.b. Address of Principal Office | |
| 3. State whether the company is a Pvt. Ltd. Co. or Public Ltd Co. | |
| 4. Names of Directors of the Company | |
| 5. State whether any of the Director of your Company is a Director of BPC | |
| 6. If `Yes to (5) state the name(s) name(s) of the Director | |
| 7. State whether any of the Director of your Company is related to any of the Director s of BPCL. | |
| 8. If `Yes to (7) state the name(s) of Director and the concerned Director s (of the Vendor) relationship with him/ her. | |
| Put NA whichever is not applicable | |

Part-B

Price Bids

VENDORS HAVE TO FILL PRICE BIDS ONLINE IN E-TENDER CRFQ -1000195673

THIS TENDER / QUOTATION IS FOR TRANSPORTATION OF VARIOUS MATERIALS FROM OUR REGIONAL WAREHOUSE TO VARIOUS LOCATIONS ALL OVER INDIA

A TRANSPORTER HAS TO SELECT LINE ITEMS CAREFULLY FOR UPLOADING RATES. ONE TRANSPORTER CAN BID EITHER ONE OR ALL REGIONS.