TENDER FOR ROAD TRANSPORTATION OF BULK WHITE OIL PRODUCTS (MS/HSD/SKO) 
EX-GULBARGA DEPOT, KARNATAKA TO THE RETAIL 
OUTLETS/CUSTOMERS/DEPOTS/INSTALLATIONS WITHIN THE STATE OF KARNATAKA 
AND OUTSIDE THE STATE OF KARNATAKA 

* TECHNICAL BID * 

(TENDER NO. BPCL/SR/POL/BULK/GULBARGA/2014-2016) 

FROM: (NAME & ADDRESS) 
M/s._________________________ 
________________________________ 
________________________________ 
________________________________ 

Email ID: ___________________ 
Contact Phone Nos. (O) ______ Mobile No. ______. 

NAME OF THE LOCATION WHERE TENDER IS TO BE SUBMITTED: 

DD for Rs.1000/- for downloading of Tender Documents: DD NO. ______ Date: ________ 

DD for EMD Rs. 10000/- per TL x ______no. TLs: Rs.______DD No. ______ Date: ________ 

Date of Tender: 14TH Dec 2013.
Bharat Petroleum Corporation Limited (BPCL), a Public Sector Undertaking, invite sealed tenders under Two-Bid system, from tank-lorry owners for award of contracts for road transportation of white oil bulk petroleum products (MS / HSD / SKO) from GULBARGA Depot of KARNATAKA for a period of 2 years with an option to extend one more year at the sole discretion of the Corporation on the same terms and conditions.

**TENDER TERMS & CONDITIONS**

A. **GENERAL:**

1. The estimated requirement of tank lorries is as given below:

<table>
<thead>
<tr>
<th>Name of Location for which the tender is to be applied</th>
<th>Address of the location at which the tender form is to be submitted</th>
<th>Location Tender no.</th>
<th>Estimated requirement of tank-lorries</th>
</tr>
</thead>
<tbody>
<tr>
<td>GULBARGA</td>
<td>Bharat Petroleum Corporation Ltd., No 1 Ranganathan Gardens Off 11 th Main Road, Anna Nagar, Chennai – 600 040</td>
<td>BPCL/SR/POL/BULK/GULBARGA/2014-2016</td>
<td>10</td>
</tr>
</tbody>
</table>

The estimated number of tank-lorries shown in tender document is indicative and is subject to change. BPCL reserves the right to increase or decrease the estimated number of Tank Lorries, if required.

2. Duly filled tender forms be dropped in the tender boxes kept at BPCL Southern Regional office, Chennai, during the normal working hours (between 09.45 a.m. to 17.30 p.m. Monday to Friday). Tenderer should deposit the sealed tender in an envelope super scribing the name of the location for which tender is being submitted well before the closing time and date in the tender box earmarked for this purpose.

   The last date and time of submission of tender documents is **03.01.2014 at 10.30 Hrs.** No tender document shall be entertained after due date and time of submission of tender. BPCL will not be responsible for the delay under any circumstances whatsoever if the tender is not submitted before the closing date and time and in the correct tender box

3. The Tenderer would be required to fill in separately “Particulars of the tank-lorries offered” in the (attachment 2).

4. i) The tenderer should offer a minimum 5 numbers of tank Lorries out of which minimum 40 % i.e. a minimum of 2 numbers tank Lorries should be owned by the tenderer.
If any tenderer offers more than 60% attached tank lorries, in such case attached tank lorries shall be restricted to the maximum proportion of 60% attached TLs and 40% owned TLs.

ii) For the purpose of reckoning the no. of tank Lorries, fraction, if any will be rounded off to the nearest Number (i.e. fraction ranging from 0.5 and above will be rounded off to next higher number and fraction below 0.5 will be rounded off to the lower number).

iii) The owned tank-lorries offered by the Tenderer must be in the name of the Tenderer or in the name of Sole Proprietor / Partner / Director of the said Firm.

5. Bidders desirous of offering Higher Capacity of Above 12 KL Tank Lorry and not owning as on the date of the Advertisement will be allowed to offer by submitting an affidavit- (Refer Attachment 10) - (Proof of booking the Chassis shall be attached in respect of the tank lorries offered against affidavit ). Tank Lorry/Lorries without proof of booking shall be summarily rejected.

6. Age (Year of Model/Make in the RC book) of tank-lorry offered should not exceed 15 years i.e. tank-lorries of model earlier than Jan 1999 will not be considered. The tank-lorries attaining the age of 15 years during the contractual period shall be removed from the contract. Replacement within 30 days with another tank-lorry having age of less than 15 years has to be produced, which will be the responsibility of the concerned Carrier.

7. All rates quoted should be both in words and figures. In case of any difference between the two, the rates quoted in words shall be considered as final and authentic.

8. Rates offered would be valid and binding on the tenderer for 180 days from the closing date of tender unless extended by mutual consent in writing. During the validity period, tenderer will not be allowed either to withdraw or revise his offer on his own. Breach of this provision will entail forfeiture of the Earnest Money Deposit. Once the tender is accepted and work awarded, the rates will be valid for the entire contractual period.

9. BPCL reserves the right, at their sole discretion, and without assigning any reason whatsoever, to:
   a) Negotiate with any or all tenderers,
   b) Divide the work among contractor(s),
   c) Reject any or all tenders either in full or in part,
   d) Assign the offered and accepted tank-lorries to any of the contracts, and
   e) Engage additional contractors/ tank-lorries at any time without giving any notice whatsoever to the contractor/s already appointed against this Tender.

10. The tenderer should study all the operations/ local conditions at the loading/ unloading point/s and route/s. Tenderers would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of the tender.

11. Tenders not meeting the tender terms & conditions or incomplete in any respect or with any additions/ deletions or modifications are liable to be summarily rejected without any further communication to the tenderers and the decision of BPCL in this respect will be final and binding.

12. (a) The additional tank-lorries from existing Carriers, if required by BPCL, would be taken at the rate finalised for the concerned location, at the same terms and conditions.
   (b) In case of requirement of additional tank-lorries by BPCL, the Corporation reserves the right to induct new tank-lorry operators at the finalized rate for the concerned location.

13. Tenderer should submit all the details and enclosures as has been asked for in the tender form. In case any of the information is not applicable to the tenderer, "Not applicable" may be written against
such item. Not submitting any information/ enclosure sought for may be a ground for rejecting the tender.

14. **The credential / technical bids of the tender will be opened on 03.01.2014 at BPCL, Southern Regional Office, Chennai @ 11:00 hours**

Tenderer may witness the opening of tender on the appointed date and time either by himself or by sending his authorized representative. After scrutiny of the ‘Technical bids’, the eligible tenderers will be notified regarding date, time and venue for opening of the ‘Price bids’.

Bharat Petroleum Corporation Ltd. reserves the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the tenderers, or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever, or to accept some or all of the tank-lorries offered.

15. Tank-lorries quoted in the tender should have all valid documents such as explosive license, calibration certificate, registration certificates etc failing which the tender will be technically disqualified. All the documents submitted should be notarised. If not notarised the tender will be rejected.

16. The tenderers have to quote rates in PRICE BID inclusive of the fuel cost. However, the successful tenderer would be required to purchase fuel/lubricants for the TLs engaged by BPCL at the Smart Fleet Retail Outlets of BPCL. For this the tenderer would have to enroll under CMS Fleet Card Scheme for his fuelling requirement. Initially, a minimum of 25% of the billing amount from the carrier’s monthly transportation bill shall be deducted & same shall be credited to his CMS Fleet Card account. However, the Company reserves the right to revise the percentage of billing amount to be deducted for crediting it to Carriers CMS account.

17. BPCL will implement an integrated performance management system for T/L’s - details of which are given in Attachment 5 Clause 6 (1) and all successful tenderers will be bound by it. The said system can include introduction of new practices / scoring system to assess performance.

18. Public Carrier Vehicle Operators (PCVOs) /Tank Lorries blacklisted by any of the Oil companies are not eligible to participate in the tender. For tank lorry blacklisted at a later date, no replacement will be allowed.

i. Details regarding the tank Lorries which are under contract with other Oil companies and quoted for BPCL are to be furnished. The necessary NOC from the concerned Oil Company is to be submitted along with the application. The tank Lorries offered either in part or full for this tender shall not be under any contract with any other OMC / companies. **However, if the same is offered necessary NOC from the concerned oil company is to be submitted along with the tender documents failing which the whole tender will be rejected.**

ii. The tank Lorries which are not fit for carrying petroleum products will not be considered and the decision of the Corporation shall be final.

iii. The documents of the Tank trucks offered shall be liable for verifications. If forged documents are submitted or any information is found to be incorrect, the tender shall be rejected and if the contract is awarded and detected subsequent to award of contract, the contract shall be liable to be terminated and BPCL shall be entitled to recover such damages / losses / claims / etc. as the BPCL may undergo.

iv. **A tenderer can submit only one tender form per tender.**

v. The tank lorries / contractors placed under suspension in the existing contract are not eligible to participate in the tender.

19. Vehicle Tracking System (VTS) as specified by the company from time to time should be installed at the cost of the tenderer and is a mandatory requirement.

20. **The Security locking system as specified by the Company/PESO from time to time should be installed at the cost of the tenderer. (As per the approved drawing available at the location)**
21. ABS (Anti-Braking System) is Mandatory for all the vehicles offered in the Tender at the cost of the Tenderer.

22. Speed Governor is Mandatory to be fitted in all the vehicles.

23. It is Mandatory that the Tank Lorries have to be Pressure Tested once in a year during Calibration and necessary rectification if required to be carried out before calibration.

24. Penalty
   a) Non Placement of Tank Lorry post issue of Letter of Indent / Work Order – defaulters will be debarred from participating in all future BPCL tenders for one term.
   b) One time penalty of Rs.50,000/- will be levied.

25. Vehicles running in Fuel other than HSD will not be eligible to participate.

26. Minimum Transportation amount payable shall not be less than FDZ amount for any particular shipment specific to location.

27. Transporters to ensure that the tank lorry crew to be trained as per MV Act and in all Safety Matters / defensive training.

28. All Statutory Levies on transporters will be borne by the transporters. Any new statutory taxes introduced/implemented after closing of the tender will be reimbursed subject to production of original receipt of payment along with transporation bills. The above reimbursement will not be applicable to enhancement of any existing 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.

29. Relatives (as per list enclosed) of employee/s responsible for award and execution of this contract in BPCL are not permitted to quote against this tender. The tenderer shall be obliged to report the name/s of person/s who are relatives of any employees of the BPCL or any of its subsidiary companies or IOC or HPC or any officer in the State or Central Government, and who are working with the tenderer in their employment or are subsequently employed by them. Any violation of this condition even if detected subsequent to the award of contract, would amount to breach of contract on tenderer’s part entitling BPCL to all rights and remedies available thereof including termination of contract.

30. "The successful tenderer (owner of tank lorries) along with owner of attached Tank Lorry, if any, shall personally visit the supply location for signing agreement and other documents when contract is awarded. The successful tenderer (owner of tank lorries) shall also need to visit the supply location once in quarter and submit an undertaking that he/she is the one who is operating the contract"

B. EVALUATION OF THE TENDERERS:

1. This Public Tender is floated in two bid system i.e. technical bid & price bid. The technical bid will be opened first on scheduled date and Venue, and will be evaluated. Price bids of technically qualified tenderers only, based on technical evaluation, will be opened on a notified date.
2. Price bid includes offer for rates for each capacity of T/Ls, under following 3 sectors:

(i) Delivery within the FDZ Rs. per KL.
(ii) Delivery within the State in Paise per KL per KM.
(iii) Delivery outside the State in Paise per KL per KM.

Tenderers should quote rates for all the above sectors separately, for each capacity of the T/Ls offered by them.

BPCL shall offer location wise estimated transportation rate for each sector. Tenderers to quote within (+/-)10% of the BPCL offered estimated transportation rate. The tenderers quoting beyond +/- 10% of any of the BPCL estimated transportation rate shall be treated as disqualified & their tender shall be rejected.

3. T/L capacity wise ranking of the tenderers i.e. L-1, L-2, L-3, etc will be decided on the basis of financial outgo to BPCL by considering the rates quoted in all the sectors and expected volumes of business in each sector of the location.

4. Tenderers will be listed in ascending order as per their ranking. Tenderer with minimum financial outgo to the Company will be ranked L-1. Tenderer with the next lowest financial outgo will be ranked L-2 and so on. The list will include all the technically qualified tenderers in the ranking based on the rates quoted by them along with the number of tank-lorries offered.

5. In case, rates offered by L-1 tenderers are acceptable to BPCL, number of tank-lorries quoted by the L-1 tenderers will be allocated up to the requirement.

6. In case, rates offered by L-1 tenderers are on higher side, negotiations/ counter offer exercise will be carried out with such tenderers. Number of tank-lorries quoted by these tenderers will be allocated at the revised rates accepted during negotiations/ counter offers.

7. In case of the T/Ls offered by L1 tenderers is not meeting full requirement, then the L1 rates/revised rate accepted by L1 tenderers would be offered to all the remaining tenderers and based on their ranking and acceptance, T/Ls would be inducted at above rates till the requirement of all T/Ls is met.

8. In spite of the exercise as above, if, the full requirement of tank-lorries is not met, then negotiations/counter offer exercise will be continued with the other tenderers in order of their ranking till full requirement of tank-lorries is met.

9. In case, for a particular ranking, tank-lorries offered are more than the requirement then the tank-lorries will be taken based on the following order of priority:

   i) No of Owned Higher Capacity tank lorry offered
   ii) No of Own Tank Lorry Offered
   iii) No of Tank Lorry offered with Lower Age
   iv) No of Total Tank Lorries Offered.

   Transporters in a particular ranking will be further ranked based on the above order of priority and allocations will be made only till such time that the full requirement of Tank Lorry is met. Consequently, transporters who rank lower may not get any allocation.

10. At a particular ranking, tank-lorries offered by technically qualified SC/ ST tenderers shall have
11. In view of the Critical nature of the Transportation Services, the Corporation wishes to negotiate and award jobs to other than L1 even if the requirement is fully met by L1. Hence the Corporation may decide at its sole discretion to distribute the quantities amongst the technically and commercially acceptable vendors. In such situations the following distribution pattern will be adhered to:

   The Job will be distributed among 3 vendors, and the percentage allocation among them would be L1 – 70%, L2 – 20% and L3 – 10%.

12. In case, sufficient number of T/Ls are not available for the requirement of particular capacity of T/Ls, then BPCL may engage lower capacity T/Ls on the condition that the tenderers would provide higher capacity T/Ls as required by BPCL, within a period of 6 months from the date of signing the agreement beyond which period, the rate applicable shall be the L-1 rate of the higher capacity lorry or contracted rate of the lower capacity lorry of the Tenderer, whichever is lower. The rate payable for the higher capacity T/L engaged will be as per the rate agreed with the tenderer. If the rate for higher capacity is not established with the tenderer at the time of signing of agreement, then L1 rate applicable for that capacity of T/L for the concerned location would be applicable. If, rate for higher capacity T/L is not established for the location then the rate finalized for the nearest location within the State will be applicable.

C. EARNEST MONEY DEPOSIT (EMD):

1. Tenderer shall pay EMD at the rate of Rs. 10,000/- per tank-lorry offered. Tenders not accompanied by EMD of Rs. 10,000/- for each tank-lorry offered will be rejected. EMD should be paid by Demand Draft drawn on any Scheduled Bank in favour of “Bharat Petroleum Corporation Limited” payable at Chennai.

2. Tenders downloaded from the website, should enclose DD (Non-refundable) of Rs. 1,000/- per set drawn on any scheduled bank payable at the Chennai in favour of BPCL. Tender documents, which are not enclosed with a DD of Rs. 1000/- will be rejected.

3. A cash receipt will be issued for the EMD, after the tenders are opened and scrutinized. The tenderer should retain the cash receipt for obtaining refund.

4. Cheques or request for adjustment against any previously deposited EMD/ pending dues / bills / security deposits for other contracts etc. will not be accepted as EMD, and any tender with such stipulation will be treated as without EMD and shall be rejected.

5. Interest is not payable on EMD.

6. EMD is liable to be forfeited, if the tenderer modifies/ withdraws the offer and / or refuses to accept the LOI/ Work Order after acceptance of BPCL’s offer within the prescribed validity of the tender, or if the tenderer does not furnish the required security deposit, or if the tenderer is unable to position any or all offered tank-lorry/s within one month after the issue of Letter of Intent award of contract.

7. EMD would be refunded only after finalization of the tender. While claiming refund, the original Cash Receipt issued by the BPCL must be surrendered. In case the Cash Receipt is lost/ misplaced, an Indemnity Bond in specified proforma supplied by the BPCL is to be submitted on non-judicial stamp paper of appropriate value (at tenderer’s cost), duly notarized.

D. NEGOTIATIONS:

1. BPCL reserves the right to negotiate with any or all the tenderers.
2. Tenderers may be required to visit BPCL, Chennai or any other office of the BPCL for negotiations/verifications of documents, entirely at the cost of tenderers.

3. Only the proprietor of the firm or the legally authorized representative of the firm may personally attend such negotiations, as commitments made and/or clarifications given during the negotiations will be binding on the tenderer/s. He/She should carry the necessary authorization to attend such negotiations and to hand over an authenticated copy of the same to BPCL’s representative/s participating in negotiations.

4. Originals of the documents submitted as copies along with the tender documents, as well as documentation to substantiate statements made in the tender document, are to be produced for verification by the BPCL during negotiations or at any other time at the discretion of BPCL.

E. SECURITY DEPOSIT (SD):

1. Successful tenderers will be required to furnish SD of Rs. 1,00,000/- per TL subject to a maximum of Rs. 5,00,000/- within 15 days of issuance of LOI/Work Order. This sum shall not bear any interest. Minimum of Rs. 50,000/- (Fifty thousands) shall be paid in the form of Demand Draft drawn on any Scheduled Bank in favour of BPCL, payable at Chennai and balance amount may be deposited in the form of Bank Guarantee strictly in specified proforma, valid for two & half years.

2. Adjustment of EMD towards SD is permissible for the portion of SD payable by DD. Cash receipts for SD paid by DD will be issued by BPCL.

3. Interest is not payable on SD.

4. Any loss/claim and/or damage arising out of the performance of the contract would be adjustable against the SD. Any loss/claims/damages higher than SD will be recovered from payments due to the contractor under this contract or deposits made by or payments due to the contractor under any other contract with BPCL.

5. Security deposit would be refunded after expiry of six months of completion of the contract on written request from the contractor and with surrender of the original cash receipt, subject to satisfactory performance. In the event of loss/misplacement of the cash receipt of the SD, the refund would be made only after the contractor furnishes an Indemnity Bond in the prescribed proforma, on non-judicial stamp paper of appropriate value (at contractor’s cost), duly notarized.

6. There would be separate contract for separate location for one tenderer, irrespective of the tenderer offering Tank Lorries at number of locations. Separate Security Deposit is to be submitted for the Tank Lorries offered at separate locations.

7. The tank lorries of the successful tenderer will be engaged only after signing of Agreement and payment of Security Deposit amount.

F. CONTRACT PERIOD:

Unless otherwise specified or agreed to, the contract will be awarded for 2 (two) years from the date of issue of LOI/Work Order with an option to extend one more year at the sole discretion of the Corporation on the same terms and conditions.

G. EXECUTION OF AGREEMENT:
1. Successful tender/s will be required, before undertaking the contract, to sign the Agreement, within 15 days of the date of issue of the LOI and should physically place the tank-lorries at the location within 30 days from the issue of Work Order. In case of failure, BPCL will have the right to reject the induction of such tank-lorries.

2. Tenderers are advised to carefully scrutinize the specimen set of Agreements Forms enclosed along with tender documents/downloaded from our website before submitting their tender. One set should be submitted with the tender, duly signed by the tenderer on all pages over the official seal, in token of acceptance of the terms and conditions thereof, and other set be retained with the tenderer.

3. When the person signing the tender is not the authorized signatory, necessary power of Attorney authorizing the signatory to act on behalf of the proprietor/ firm should be produced before signing the agreement, and an authenticated copy of the power of Attorney should be submitted for the record of BPCL.

4. Failure to execute the agreement and/ or furnish required Security Deposit within 15 days of issue of LOI and/ or physical placement of Tank lorries at the location within 30 days of issue of work order may render the tenderer liable for forfeiture of Earnest Money Deposit and termination of contract without prejudice to the rights of BPCL to recover the damages under Law.

5. All terms & conditions stipulated in the Notice Inviting Tender, Guidelines for Tenderers, Tender Terms & Conditions, Declarations, Agreement and other documents furnished with the Tender and related correspondence shall form part of the contract.

H. RESERVATION:

1. The provision of reservation will be 15% (fifteen percent) & 7 ½ % (seven and a half percent) for Schedule Caste (SC) and Scheduled Tribes (ST) respectively on all India basis.

2. The members of SC/ ST desirous of offering the tank- lorries will have to participate in the tenders floated by BPCL.

3. The SC/ST members should fulfill all tender conditions, and will not be eligible for any price preference or relaxation of standards.

4. If adequate number of tank-lorries offered by SC/ ST tenderers are not available in any particular year, the unfilled quota may be allotted to the unreserved categories in that year. However the unfilled quota may be carried forward to the next Tender also and offered to SC/ST candidates. If the quota of the previous tender is not filled even in the next tender, the unfilled quota of the previous tender may be de-reserved and allotted to general categories.

5. The SC/ ST tenderer/s desirous of operating under partnership firm, or Private Ltd. Co., or Public Ltd. Co. or a Cooperative Society, or any other, should have all the partners or members of private/ Public/ Cooperative firms belonging to the same category without exception, i.e. either SC or ST as the case may be.

6. Caste certificate for each individual member of a Partnership/ Public/ Private/ Cooperative Firm should be enclosed as proof along with the Technical bid.

7. In the event of any of the members failing to submit the caste certificate as proof of belonging to SC/ST category, the tender will be treated as a general category tender.

8. The registered owner/s of the tank-lorries offered by the SC or ST tenderer/s must also belong to the same category, either SC or ST, as the case may be. In other words, if the tenderer is issued LOI/ Work Order under SC category, all the registered owners of the tank-lorries offered against the particular LOI/ Work Order must also belong to SC.

9. If any of the tank-lorries offered do not belong to a member of the category concerned, i.e. SC or ST, as the case may be the tender will be treated as under general category.

I. MISCELLANEOUS:
1. Tank-lorries provided to BPCL for transportation of bulk petroleum products should preferably be covered by National Permit/ Zonal Permit at Contractor(s) cost. However the tank lorries offered should be operable both within and outside the state.

2. The tank lorries offered should be painted as per New RVI of BPCL at the cost of the carrier. The painting is to be completed before induction of the trucks.

3. BPCL reserves the right to reject the tender of any or all the tenderers without assigning any reason whatsoever at its absolute discretion. BPCL reserves the rights to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.

4. BPCL reserves the right to accept all or some of the tank-lorries offered by the successful tenderers, without assigning any reason whatsoever. The decision of BPCL shall be final and binding.

5. BPCL will have the right to assign the tank-lorries offered in any one tender to any contract in any other State/ Region/ Location, on any route, temporarily or permanently, and the decision of BPCL will be final and binding on the successful tenderers/ contractors.

6. The tank-lorries offered should comply at all times with valid permits, rules and regulations of Statutory/ Government authorities.

7. Wherever the word tank-lorry, tank-lorries, TL, TT, Tank Truck has been mentioned, the same applies to Petroleum Product tank-lorries.

8. No unsolicited correspondence/ queries will be entertained while the award of the transport contract is under review/ consideration. BPCL regret their inability to answer individual queries.

9. If any of the information submitted by the tenderer is found to be incorrect at any time including the contract period, BPCL reserves the right to reject the tender/ terminate the transportation contract and reserves all rights and remedies available.

10. Each page of the tender document including notice inviting tender enclosed along with the tender document must be signed by the legally authorized representative of the tenderer, with the official seal, for having fully read and understood the terms and conditions of this tender.

11. For carrying out Hot work in TT, engaged in transportation of POL products, certain safety precautions need to be taken. Tenderer should ensure all the safety precautions, as directed by company from time to time, are taken before and/or during hot work in TTs.

12. The terms “BPC”, “BPCL”, “The Corporation” and “Bharat Petroleum Corporation Limited” in the appropriate context means Bharat Petroleum Corporation Limited, a Company registered under Companies Act, 1956 and having its registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001 and its successors and assigns.

13. Pre bid Meeting – Prospective Tenderers desirous of participating in the Tender are invited to attend pre bid meeting at the BPCL, RAICHUR Depot venue on Date 23.12.2013 at 14:00 hours wherein the salient features of the tender shall be explained and necessary clarification if required by the tenderers shall be provided.

14. UNIFORM SPECIFICATION:

   Uniform:

   The tenderers have to ensure that the TL crew always wears the prescribed uniform. The Uniform for TL drivers
and TL helpers shall have the following specifications:

i. Shirt
ii. Trouser
iii. Winter Jacket (for Cold weather Locations).

For the Tank Lorry Crew (For Driver)

**Shirt:** Plain Dark grey yarn-dyed fabric with half sleeves and double-sided chest patch-pockets.

- Left-side chest patch pocket with BPCL logo.
- Cotton-polyester fabric which is suitable to all regions and climates in India and also has an all-day smart look.

**Trousers:** Plain Dark grey yarn-dyed with pleats and cross-pockets in front and patch-pockets.

**Fabric content:**

- Cotton-polyester fabric which is suitable to all regions and climates in India and also has an all-day smart look.
- For Shirt & Trouser: 33% Cotton + 67% Polyester
- For Winter jacket: 100% Felt (Wool)

**For cleaner**

**Shirt:** Navy blue yarn-dyed fabric with half sleeves and double-sided chest patch-pockets.

- Left-side chest patch pocket with BPCL logo.
- Cotton-polyester fabric which is suitable to all regions and climates in India and also has an all-day smart look.

**Trousers:** Navy blue yarn-dyed with pleats and cross-pockets in front and patch-pockets.

**Fabric content:**

- Cotton-polyester fabric which is suitable to all regions and climates in India and also has an all-day smart look.
- For Shirt & Trouser: 33% Cotton + 67% Polyester
- For Winter jacket: 100% Felt (Wool)

**However in case of a State Legislation in this regard, the same has to be adhered.**

15. **REJECTION CRITERIA**

Tenders will be rejected in the event of the bidders not complying any of the following Tender conditions.

i) Non payment towards cost of tender document downloaded from the web site.
ii) Non payment of EMD/insufficient EMD.
iii) Number of Tank Lorry offered is not in line with the tender requirement.
iv) Age of the Tank Lorry Offered is not in line with the tender requirement.
v) Tender document not submitted in stipulated format (Technical Bid & Price Bid to be put in separate sealed envelope. Both these envelopes to be put in a Third sealed envelope and submitted.

vi) Tenders insufficient of all the required documents.

vii) Tender document submitted without signature and seal in all Pages.

viii) Tenders not meeting any of the Tender terms and conditions or incomplete in any respect or with any additions, deletions or modifications are liable to be summarily rejected without any further communication to the Tenderer and decision of BPCL in this regard shall be final and binding.

J. DUPLICATION OF CLAUSE:

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

Signed in acceptance of the aforesaid tender conditions.

Date:

Signature __________________________

Name of Person signing __________________________

Tenderer’s Name and address with seal_________________________

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BHARAT PETROLEUM CORPORATION LTD.

TENDER FOR TANKLORRY REQUIREMENT FOR ROAD TRANSPORTATION OF BULK PETROLEUM PRODUCTS

GUIDELINES FOR TENDERERS

1. **GENERAL:**

1.1 This tender is being invited for Tank lorry requirement for road transportation of bulk white oil petroleum products like MS/ HSD/ SKO from GULBARGA Depot to various locations / retail outlets/customers within the state and outside the state of KARNATAKA.

1.2 Each page of the tender document is to be signed by the legally authorized representative of the tenderer, with the official seal.

1.3 If additional sheets are required, photocopies may be used and pasted accordingly. The number of such extra pages used should be indicated in the Covering letter (ref item 2.1 hereafter).

1.4 All entries are to be made in ink. No over-writing/whitening/erasing out is permitted. All corrections are to be made by scoring out incorrect entries, and such corrections are to be signed by the legally authorized representative of the tenderer, with the official seal. Tenders deficient in this respect are liable to be rejected.

1.5 For any further clarification, concerned officials at BPCL Regional Office or tender document issuing offices may be contacted.

1.6 Copies of Registration Certificate, Certificate of Fitness, PESO License, etc, which are to be enclosed along with Tender Form, shall be Attested by a Notary / Gazetted Officer.

1.7 This tender is in 2 bid system, comprising of Technical Bid and Price Bid.

2. **TECHNICAL BID:**

2.1 A Covering letter listing all enclosures.

2.2 Particulars of tenderer (Attachment-1).

2.3 Particulars of tank-lorry/s offered (Attachment-2).

2.4 Details of the relationship with Directors of BPCL and Declarations ‘I’, ‘II’ and ‘III’ (Attachment-3).

2.5 SC/ST caste certificate (wherever applicable) (Attachment-4).

2.6 Enclose EMD Demand Draft, which should be drawn on a scheduled Bank payable at Chennai. If it is found that EMD paid through DD is not acceptable due to technical or any other reason, the tender will be rejected.

2.7 Attested/Notarised acknowledged copy of the latest Income Tax Return Filed and PAN card.

2.8 Attested/Notarised copies of Trading License or Company Registration Certificate.

2.9 Attested/Notarised copies of Partnership Deed or Certificate of Incorporation.

2.10 Attested/Notarised copies of valid Registration Certificate, Certificate of Fitness, PESO License, Insurance Policy and Calibration Certificate for each of the tank-lorries offered.

2.11 Agreement for hiring of Tank lorries for movement of Bulk Petroleum Products (Attachment-5).


2.13 Power of Attorney (Attachment-7).

2.14 Undertaking for the tank-lorries offered (Attachment-8).

2.15 Affidavit for attached tank-lorries offered (Attachment-9).

2.16 Enclose DD of Rs. 1,000/- for tender documents downloaded from website. The DD should be drawn on a scheduled Bank payable at Chennai. If it is found that DD is not acceptable due to technical or any other reason, the tender will be rejected.

All the documents of the Technical bid are to be submitted in a cover and marked as “Technical Bid”. The envelope is to be closed and sealed by gum/adhesive. No open cover will be accepted – will be rejected.
3. **PRICE BID:**

All the documents of the price bid/ rate schedule are to be submitted in the envelope and marked as “Price Bid”. The envelope is to be closed and sealed by gum/ adhesive. No cover will be accepted in open condition and the cover will be rejected

**IMPORTANT:**

(i) Tenderers should not put price bid/ rate schedule document in the envelope marked as ‘Technical Bid’ containing Technical bid.

(ii) Both envelopes Technical & Price Bid are to be placed in another envelope marked as “Transport Tender for Location name GULBARGA” which should be closed and sealed by gum/ adhesive and put in the designated Tender boxes before the closing time and date at the address mentioned in general tender condition no.2.

------------------------------------------------------------------------------------------------------------------------------------------------------
FROM: M/s. ________________________ (Name and Address of the tenderer)  

To: M/s. Bharat Petroleum Corporation Ltd  

Dear Sir,


With reference to your subject tender, we confirm having carefully read, studied and understood various conditions/ documents supplied with the tender and return them duly signed and stamped for having accepted in Toto. We also submit our offer duly signed in sealed envelope as per details given here under:

Tick Y – For document enclosed.

Tick N – For document not enclosed

**ENVELOPE ‘TECHNICAL BID’:**

<p>| | | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td>Covering letter listing all enclosures.</td>
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<td>2.</td>
<td>Particulars of Tenderer (Attachment-1)</td>
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<td>3.</td>
<td>Particulars of T/T’s offered (Attachment-2).</td>
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<tr>
<td>4.</td>
<td>Details of relationship with Directors of BPCL &amp; Declaration ‘I’ ‘II’ and ‘III’ (Attachment-3).</td>
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<td>5.</td>
<td>Caste certificate (wherever applicable) issued by Competent Authority as per format (Attachment-4).</td>
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<td>6.</td>
<td>DD for EMD drawn on a scheduled Bank payable at chennai receiving the Tender.</td>
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<td>7.</td>
<td>Attested /Notarised acknowledged copy of the latest Income Tax Return Filed and PAN card</td>
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<td>8.</td>
<td>Attested /Notarised copies of Trading license or Company Registration Certificate.</td>
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<tr>
<td>9.</td>
<td>Attested /Notarised copies of Partnership Deed or Certificate of Incorporation</td>
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<td>10.</td>
<td>Attested /Notarised /Notarised copies of valid Registration Certificate, Certificate of Fitness, CCE License, Insurance Policy and Calibration Certificate for each of the tank-lorries offered.</td>
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<td>11.</td>
<td>Attachment-5 i.e. specimen copy of Agreement for hiring of Tank lorries for movement of Petroleum Products duly filled, signed&amp;stamped</td>
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<td>12.</td>
<td>Attachment-6 i.e. specimen copy of Bank Guarantee for Security Deposit duly filled, signed and stamped.</td>
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<tr>
<td>13.</td>
<td>Power of Attorney (Attachment-7).</td>
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<tr>
<td>14.</td>
<td>Undertaking for the tank-lorries offered (Attachment-8).</td>
<td></td>
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<tr>
<td>15.</td>
<td>Affidavit for attached tank-lorries offered (Attachment-9)</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>DD for tender document downloaded from website drawn on scheduled Bank payable at the location receiving the tender or photocopy of the cash receipt for payment for purchase of tender document.</td>
<td></td>
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<tr>
<td>17.</td>
<td>Affidavit for offer of Higher Capacity of Tank Lorries against proof of booking the chassis on Non-Judicial Stamp Paper as prescribed in the respective State. (Attachment-10)</td>
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<td>18.</td>
<td>NOC – From other Oil companies [ Tank Lorry Wise]</td>
<td></td>
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</table>
ENVELOPE ‘PRICE BID’:

Price Bid - Y/N

I am/ We are authorized to sign this tender as Proprietor or as per Power of Attorney issued by all other Partners/ Directors as per enclosure no. __________

Thanking you,

Yours Faithfully,

Date:

Signature___________________

Name of Person signing__________________

Tenderer’s Name and address with seal________________________
PARTICULARS OF TENDERER

1. Name of the tenderer:

2. (a) Registered office address of the tenderer:
   
   (b) Address for correspondence:

3. Phone Nos.:

4. Fax Nos.:

5. Mobile Nos.:

6. E-mail address:


8. Registration No.:

9. Category: GENERAL / SC / ST (Please Tick)

10. Year of establishment:

11. Permanent Account No. (PAN issued by Income Tax Dept.):

12. Name and address of Proprietor/ Partners/ Directors:

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Name</th>
<th>Status</th>
<th>Address</th>
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13. Whether tenderer/ Prop./ any of the Partners/ Directors are related (as defined under Companies Act 1956) to any of Directors of Company to which tender is being submitted. If so, name of Director of BPCL & nature of relationship.

14. We confirm that neither tenderer nor any tank-lorry offered is blacklisted by any BPCL/IOCL/HPCL/IBP.

15. We confirm that neither tenderer nor any TANK LORRY offered are involved in any litigation, which would render the performance of any obligation impossible in case, the contract is awarded to us.

16. We confirm that rates offered by us will remain valid for acceptance by you up to **180 days from the date of opening of this tender**.

Date: ____________________________

Signature ________________________

Name of Person signing ________________

Tenderer’s Name and address with seal _______________________
### PARTICULARS OF TANK LORRIES OFFERED (12 KL) EX GULBARGA

<table>
<thead>
<tr>
<th>Sr</th>
<th>RTO Regn. No.</th>
<th>Make &amp; Model</th>
<th>Engine No.</th>
<th>Chassis No.</th>
<th>Cap In KL</th>
<th>Owned by Firm/Partner/Director/Proprietor</th>
<th>Name of Owner</th>
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### PARTICULARS OF TANK LORRIES OFFERED (ABOVE 12 KL) EX GULBARGA

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<tr>
<th>Sr</th>
<th>RTO Regn. No.</th>
<th>Make &amp; Model</th>
<th>Engine No.</th>
<th>Chassis No.</th>
<th>Cap In KL</th>
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</table>

### PARTICULARS

Age of tank-lorry offered should not exceed 15 years during the contractual period. The tank-lorries attaining the age of 15 years shall be removed from the contract and replacement will be the responsibility of the concerned Contractor.

Date:

Signature___________________

Name of Person signing__________________

Tenderer's Name and address with seal__________________
# DETAILS OF RELATIONSHIP WITH BPCL DIRECTORS.

Tenderers should furnish following details in the appropriate part based on their organization structure.

<table>
<thead>
<tr>
<th>Organizational structure</th>
<th>Part of the form applicable</th>
</tr>
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<tbody>
<tr>
<td>Sole Proprietor</td>
<td>PART – A</td>
</tr>
<tr>
<td>Partnership Firm</td>
<td>PART – B</td>
</tr>
<tr>
<td>Company Private / Public / Co-operative Society</td>
<td>PART -- C</td>
</tr>
</tbody>
</table>

**PART – A**

(Applicable where Tenderer is Sole Proprietor)

1. Name:  
2. Address:  
3. State whether tenderer is related to any of the Director(s) of BPCL: **YES / NO**  
4. If ‘YES’ to 3, State the name(s) of BPCL Director(s) and Tenderer’s relationship with him / her.  

Strike off whichever is not applicable.

Date:  

Signature___________________  
Name of Person signing___________________  
Tenderer’s Name and address with seal___________________

**PART – B**

(Applicable where the Tenderer is a partnership firm)

1. Name of the partnership firm responding to the tender:  
2. Address:  
3. Names of partners:  
4. State whether any of the partner of the tenderer is a Director of BPCL: **Yes/No**  
5. If ‘Yes’ to (4) state the name(s) of the BPCL Director(s).  
6. State whether any of the partner of the tenderer is related to any of the Director(s) of BPCL: **Yes/No**  
7. If ‘Yes’ to (6) state the name(s) of BPCL Director(s) & the concerned partner’s (of the tenderer) relationship with him/ her.  

Strike off whichever is not applicable.

Date:  

Signature___________________  
Name of Person signing___________________
PART – C
(Applicable where the Tenderer is a Public/ Private Limited Company/ Co-operative Society)

1. Name of the Company/ Co-operative Society responding the tender:
2. Address of:
   (a) Registered Office:
   (b) Principal Office:
3. State whether the Company is a Pvt. Ltd. Co. or Public Co. or Co-operative Society.
4. Names of Directors of the Company/ Co-operative Society
5. State whether any of the Director Of the Tenderer/ Company is a Director of BPCL- Yes/No.
6. If ‘Yes’ to (5) state the name(s) of the BPCL Director(s).
7. State whether any of the Director of the Tenderer Company is related to any of the Director(s) of
   BPCL : (Yes / No )
8. If ‘Yes’ to (7) state the name(s) of BPCL Director(s) & the concerned Director’s (of the tenderer Co.)
   relationship with him/her.

Strike out whichever is not applicable.

Date:

_________________ 
Signature

 ____________________________
Name of Person signing

_______________________
Tenderer’s Name and address with seal

DECLARATION ‘I’

We declare that we have complied with and have not violated any clause of the standard Agreement.

Date:

____________________________
Signature

 ______________________________
Name of Person signing

______________________________
Tenderer’s Name and address with seal

DECLARATION ‘II’

We declare that we do not have any employee who is related to any employee of BPCL/IOC/HPC/ Central/
State Government.

OR

We have the following employees working with us who are relatives of the employees of
BPCL/IOC/HPC/Central /State Government.

Name of the Employee Name and Designation of
Of the Contractor the employee of BPCL/ IOC/ HPC
/Central/ State
Government and relation.

1. ________________________________
2. ________________________________

Strike off whichever is not applicable.

Date:

____________________________
Signature
DECLARATION ‘III’

The Tenderer is required to state whether he/ she is a relative of any Director of BPCL or the tenderer is a firm in which Director of BPCL or his relative is a partner or is any other partner of such a firm or alternatively the Tenderer is a private company in which Director of BPCL is member or Director, (the list of relative(s) for this purpose is given below)

N.B: Strike off whichever is not applicable. If the tenderer employs any person subsequent to signing the above declaration and the employee so appointed happens to be relative of the Officer of BPCL/IOC/HPC /Central/ State Government, the tenderer should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of BPCL/IOC/HPC/ Central/ State Government.

Date:

Signature

Name of Person signing

Tenderer's Name and address with seal
LIST OF RELATIVES

A person shall be deemed to be a relative of another, if any and only if,

i) He / She / They are members of Hindu Undivided family or

ii) He / She / They are Husband & Wife or

iii) 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 Mother
9. Mother’s Father
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

************
SC/ST CERTIFICATE

A tenderer who claims to belong to one of the Scheduled Castes / Schedules tribes should submit in support of his claim a certificate issued within one year preceding the date of the tender opening for the Bulk Petroleum Products transportation contract, in original, with a copy thereof, in the form enclosed from the District Officer or the sub-Divisional Officer or any other Officer as indicated in the enclosed form, of the District in which his parents (or surviving parents) ordinarily reside who has been designated by the State Government concerned as competent to issue such a certificate. If both his parents are dead, the officer signing the certificates should be of the district in which the tenderer himself ordinarily resides otherwise than for the purpose of his own education.

The enclosed format is to be used for the purpose.

Annexure to Attachment - 4

Form of certificate to be produced by a candidate belonging to a Scheduled Caste or Scheduled tribe in support of his claim.

FORM OF CASTE CERTIFICATE

1. This is to certify that Shri / Smt / Kumari* son / daughter* of ……………………………of village / town* ………………….in district / division*…………………………of the State / Union Territory*…………………… belongs to the ……………..caste / tribe* which is recognized as Scheduled Caste / Scheduled tribe* under:
   @The Constitution (Scheduled Castes) Order, 1950
   @The Constitution (Scheduled Tribes) Order, 1950
   @The Constitution (Scheduled Castes) (Union Territories) Order, 1951
   @The Constitution (Scheduled Tribes) (Union Territories) Order, 1951
   @The Constitution (Jammu & Kashmir) Scheduled Castes Order, 1956
   @The Constitution (Jammu & Kashmir) Scheduled Tribes Order, 1989
   @The Constitution (Andaman & Nicobar Islands) Scheduled Tribes Order, 1959
   @The Constitution (Dadra & Nagar Haveli) Scheduled Castes Order, 1962
   @The Constitution (Dadra & Nagar Haveli) Scheduled Tribes Order, 1962
   @The Constitution (Pondicherry) Scheduled Castes Order, 1964
   @The Constitution Scheduled Tribes (U.P.) Order, 1967
   @The Constitution (Goa, Daman & Diu) Scheduled Castes Order, 1968
   @The Constitution (Goa, Daman & 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, 1978

2. Application in the case of Scheduled Castes/Scheduled Tribe persons who have migrated from one State / U.T.:
   This certificate is issued on the basis of the Scheduled Castes / Scheduled tribe Certificate issued to Shri / Smt*……………………………………………………father / mother of Shri / Smt / Kumari*………………………………………………in District / Division…………………………of the State / Union
Territory*………………………………who belong 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 / Smt /Kumari*……………………….and/or his / her* family ordinarily reside(s) in village / town………………… of………………………..District / Division of the State / Union territory of………………………………………

Signature………………………

Place…………………………State/Union Territory

Date…………………………….. Designation………………………….

(With seal of Office)

* Please delete the words, which are not applicable.
@ Please quote specific Presidential Order.
2/ 3 Delete the paragraph, which is not applicable.

Note: The term ‘ordinarily reside(s)’ used here will have the same meaning as in Section 20 of the Representation of the Peoples Act, 1950.

List of authorities empowered to issue Scheduled Caste/ Scheduled Tribe Certificates:

1. District Magistrate/Additional District Magistrate/Collector /Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/City Magistrate/Sub-Divisional Magistrate/Taluka Magistrate/Executive Magistrate/Extra Assistant Commissioner (not below the rank of 1st Class Stipendiary 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 Administrator/Development Officer (Lakshdweep Islands).
AGREEMENT FOR HIRING OF TANKLORRIES FOR MOVEMENT OF PETROLEUM PRODUCTS

THIS AGREEMENT made ________________ day of __________ 2013 between Bharat Petroleum Corporation Limited a Company registered under Indian Companies Act, 1913/1956 having registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai 400 001 hereinafter called ‘THE COMPANY’ (which expression unless repugnant to the context shall include its successors and assigns) of the ONE PART and M/S _______ ________________________ a Proprietorship / Partnership Firm / Private Limited / Limited Company having registered office / place of business at __________________________ hereinafter called “THE CARRIER” or Carrier (which expression shall be deemed to include legal heirs and executors of the present constituents in case of firm or official liquidator in case of Company) of the OTHER PART.

WHEREAS the Company is engaged in refining Crude oil and storing, distributing and selling of the petroleum products and for this purpose require tank-lorries for Road transportation of bulk petroleum products from their various storage points to customers / other storage points.

WHEREAS the Carrier is engaged in the business of operating tank-lorries and is interested in the above job of the Company.

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

1. The Carrier will provide the Company with _____ no. of tank-lorries for transporting petroleum products as per LOI / Work Order issued by BPCL. Carrier has certified that it is the owner of tank lorries and / or sufficiently entitled to operate these tank-lorries throughout the Agreement period and these tank-lorries are not under Agreement with any other party. Further, these tank-lorries shall remain under exclusive use with the Company throughout the Contract period.

The carrier agrees to replace ___number of Tank lorries 12 KL with ___ number of Tank lorries above within 6 months from the date of signing of this agreement failing which the company shall be at liberty to take action as deemed fit including payment of freight at the rate applicable for higher capacity T/Ls.

2(a) Each of the tank-lorry would be attached to a particular loading location / storage point of the Company as per LOI / Work Order issued by BPCL. The tank-lorry would be required to carry bulk petroleum products from the particular loading location (----------) to Company's Retail Outlets / Consumers / other storage points as would be instructed by the Company from time to time.

(b) In the event of re-sitement / change of loading location of the Company, tank-lorries attached to the old loading location would get automatically attached to the re-sited / changed loading location and rate and other terms applicable as under

(i) If the change of the loading location is of temporary in nature, then the payment will be made as per the rate applicable to the contractor at the original location.

(ii) If the Change of the loading location is of permanent in nature, then the payment will be made as per the lowest finalised rate of the New Location.

(c) In case required, Company would be entitled to utilise any tank-lorry attached to a particular loading location for bringing the petroleum products (bridging) from another loading location to the base loading location, where the tank-lorry is contracted. In such event, the rate as detailed in LOI / Work Order issued to the Carrier at the base loading location shall be applicable. In case of any disputes arising out of such movements, the terms and conditions including Arbitration Clause of this Agreement would be applicable.

(d) In case required, Company would be entitled to utilise any tank-lorry attached to a particular loading location for movements of the petroleum products from another loading location to Company's Retail Outlets / Consumers / other receiving locations which are normally fed from that base loading location, where the tank-lorry is contracted. In such event, the rate as detailed in LOI / Work Order
issued to the Carrier at the base loading location shall be applicable. In case of any disputes arising out of such movements, the terms and conditions including Arbitration Clause of this Agreement would be applicable.

(e) In case the Company desires to change the basis of loading of tank-lorry i.e. volume to weight or vise versa, the transportation rates shall be altered considering the standard conversion factors applied by the Company.

(f) Company shall be free to engage one or more additional Carriers, either to run concurrently or separately, for transportation jobs from the same loading location.

3. (a) The additional tank-lorries from existing Carriers, if required by BPCL, would be taken at the rate finalised for the concerned location, at the same terms and conditions.

(b) In case of requirement of additional tank-lorries by BPCL, the Corporation reserves the right to induct new tank-lorry operators at the finalized rate for the concerned location.

(c) The additional tank-lorries if taken during the validity of this agreement, the same terms and Conditions of the agreement will apply for the Additional Tank lorries inducted.

4. **Health Safety & Environment**

   Carrier will ensure that tank-lorries listed in the LOI / Work Order is always:

   (a) Maintained in sound mechanical conditions and having all the fittings up to the standards laid down by the Company from time to time.

   (b) Meeting the following mandatory requirements of the Company:

   i. tank-lorries are to be painted as per the style of painting attached and the specifications to be obtained from loading location, at the cost of Carrier.

   ii. Additional declarations are made in Emergency Information Panel, colour code band and logos and advertisement of the specified Brand names as directed by BPCL from time to time, etc is painted, at the cost of Carrier.

   iii. All tank-lorries must be fitted with standard type **retractable safety seat belts for both driver & cleaner**.

   iv. Bucket type adjustable seats should be provided for the drivers & cleaner.

   v. Uniform for the Tank lorry crew members as specified by BPCL at the cost of Carrier. All crew members should ensure that they report in neat & tidy uniform.

   vi. **Safety helmets/safety shoes for crew members as specified by BPCL.**

   vii. Insurance cover for Tank lorry crew (5 lakhs for accidental death & 50,000 for medical cover).

   viii. Training to PCVO drivers under Motor Vehicle Act & obtaining the endorsement on the driving license would be the responsibility of Carrier.

   ix. The Tank lorry should meet the design of OISD RP 167/ Operations manual checklist for safety/ PFS manual which are available at loading location.

   x. At the time of enrolment and subsequently at once in six months, the transporter shall get the drivers' health checked at least for blood pressure, sugar & vision and a medical certificate is submitted to location.

   xi. Carrier shall submit the details of TL crew, antecedents of the TL crew obtained from the local Police & a copy of valid driving license of the driver to the base location & obtain entry pass from the location.

   Xii VTS instrument is to be fitted in as per the company's laid down policy from time to time at the cost of the transporter.

   Xiii ABS ( Anti-Braking System) is Mandatory for all the vehicles at the cost of the Carrier.

   Xiv **Speed Governor is Mandatory to be fitted in all the vehicles at the cost of the carrier.**

   Xv It is Mandatory that the Tank Lorries have to be Pressure Tested once in a year during Calibration and necessary rectification if required to be carried out before calibration.

   Xvii Vehicles running in Fuel other than HSD will not be eligible to operate.
Xix  Transporters to ensure that the Tank Lorry Crew are trained on Safe operating practices and defensive driving.

The Company reserves the right to take appropriate action as deemed fit if any of the above safety requirements is not complied by the transporter during the pendency of the contract.

(c) Conforming to the statutory regulations like Indian Petroleum Act, Petroleum Rules, Motor Vehicle Act etc. as applicable from time to time.

(d) Properly calibrated / stamped under the Weights & Measures Act. Tank Lorries shall be calibrated for single capacity up to maximum permitted under Motor Vehicles Act. Company would be entitled for insisting for calibration at Company's premises at the cost of Carrier. Dual calibration of tank lorries is not permitted.

(e) Having adequately trained Crew (driver and cleaner) for efficient operations. The driving license of the drivers should be endorsed for transportation of hazardous goods.

(f) Equipped with sufficient number of rubber hoses having suitable couplings at both ends, bonding/earthing with heavy-duty crocodile clips and dip-rods duly certified by Weights & Measures Department.

(g) Covered by Insurance Policy.

5 (a) The tank-lorries listed in the LOI / Work Order will be made available to the Company at all times during the Agreement period at the loading location.

(b) In case any of the tank-lorries is not made available by the Carrier on any day, Company would be free to use the services of any other tank-lorry and recover the difference in transportation charges from the Carrier.

(c) In the event of breakdown or major repair of any of the tank-lorry, Company at its sole discretion, may accept any other tank-lorry of the Carrier for the period of break-down / major repair. Further, in the event Carrier request for the replacement of tank-lorry/s, Company at its sole discretion may accept the same. Failure to provide replacement of T/L or non-acceptance of replacement of T/L by BPCL, shall attract penalty as specified in 4(b) above.

(d) Age of the tank-lorries offered should not exceed 15 years during the contractual period. Company shall remove the tank-lorries attaining the age of 15 years during the contractual period. Carrier will ensure replacement with another tank-lorry having age of less than 15 years in 30 days. In case Carrier fails to provide replacement within 30 days, Company will be free to engage any other tank-lorry.

(e) Meeting the following requirements of the Company:

   i. The Carrier will ensure pasting/ display of advertisements on the tank-lorry for display of BPCL Brands as specified/provided by BPCL on regular basis.

   ii. Carriers should ensure that they inform statutory authorities like Police, PESO etc. in case of any accident/fire incident.

   iii. Minimum wages/ESI/EPF as per local rules should be completely adhered by the Carrier.

The Officials of the Company would be entitled to inspect at any time, the tank-lorries and/or the documents of the Carrier / its crew is liable to carry under any statue/regulation or this agreement. Further, the Carrier shall submit to the Company certified copies of the calibration certificate and Explosive License and their renewals for every tank-lorry.

6 (a) Carrier will be responsible for all taxes, levies and other costs of running the tank-lorries, which shall also include-

   i) Salary, minimum wages and other benefits and claims of Crew of tank-lorries and all members of Carrier's staff;

   ii) Payment of road tax, insurance and any other fees like permit, route fee etc., levied by statutory authorities;

   iii) Cost of lubricants, tyres, repair etc;

   v) Calibration fees and other fee payable to Weights & Measures Department;

   vi) Compensation or any other benefit payable to tank-lorry Crew and it’s other staff or third party under any statute or regulation both under regular working and arising from accident etc.;
(b) Carrier shall keep Company indemnified in respect of 5(a) above. In case, Company is made liable to pay any part of above cost, the same shall be recovered from the Carrier. The Company shall not be obliged to contest any claim made upon it for payment.

(c) It is agreed that the tank-lorries covered by this Agreement shall operate at the sole risk of the Carrier. In no case, Company would be held responsible for any loss or damage done to / by the tank-lorry while on the Company's work or parked in their premises or anywhere else.

(d) Carrier shall make their own arrangement for parking of their vehicle overnight and / or during holidays.

(e) The Carrier shall comply with all statutory provisions relating to his trade / business / profession including his own employees or employees engaged by the Carrier and BPCL shall not be responsible for his omission or commission.

7(a) The Company will pay to the Carrier for the transportation work undertaken from the loading location and at the rates detailed in LOI / Work Order. This rate shall be valid for all roads and weather conditions and are calculated from loading location.

The successful Carrier would be required to purchase fuel/lubricants for the TLs engaged by BPCL at the Smart Fleet Retail Outlets of BPCL. For this the Carrier would have to enroll under CMS Fleet Card Scheme for his fuelling requirement. Initially, a minimum of 25% of the billing amount from the carrier’s monthly transportation bill shall be deducted & same shall be credited to his CMS Fleet Card account. However, the Company reserves the right to revise the percentage of billing amount to be deducted for crediting it to Carriers CMS account. The above rates are subject to escalation / de-escalation as per formula given in Schedule- A & B.

(b) (i) Octroi charges levied on the product would be reimbursed by the Company against production of original receipts.

(ii) Entry / Transit / Bridge / Toll (Pathkar) taxes paid by the Carrier for their tank-lorries while transporting petroleum products under this Contract would be reimbursed by the Company on round-trip basis subject to production of original receipts for payment. Any new 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 existing 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.

(c) The transport charges payable under this Agreement are based on shortest route approved by the Company on the round trip basis (called RTKM). A list of current RTKMs applicable to storage points where subject tank-lorries are based with concerned storage point. Company would, however, be entitled to revise these RTKMs from time to time, including retrospectively, which would be binding on the Carrier. Difference in transportation charges arising out of this revision will be recoverable / payable from the date of Agreement or effective date of such revision, whichever is later.

(d) Company reserves the right to use the tank-lorries on their return trip based on Company's own operational convenience / requirement for delivery of petroleum products. Payment in such case would be made only to the extent of any additional distance covered beyond the normal RTKM route for which the movement was undertaken.

(e) The procedure for payment of transport bills and reimbursement of entry / transit / bridge / toll tax / octroi charges prevalent in the Company from time to time would be binding on the Carrier.

(f) The Company will endeavor to arrange unloading of the tank-lorries within reasonable time. However, no detention charges etc. are payable if, for any reason, such unloading is delayed at the receiving location.

(g) The Carrier would provide consignment notes for each consignment loaded on a daily basis to the loading location.

(h) The Carrier would provide transportation bill along with the consignment notes for each consignment to the base location for the consignment carried during the month, by 10th of the following month.

(i) The Company would periodically review the performance of the Transporter/its crew on operational as well as the health, Safety & environment aspects. If the performance is not satisfactory then the Company would have the right to take appropriate action.
The Company may implement an integrated performance management system for TLs details of which are given below and all successful tenderers will be bound by it. The said system can include introduction of new practices / scoring system to assess performance.

### CRITERIA FOR RATING CREW / TRANSPORTER

<table>
<thead>
<tr>
<th></th>
<th>Max Marks</th>
<th>Items</th>
<th>Break up of marks</th>
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<tbody>
<tr>
<td>1</td>
<td>Breakdown of lorries</td>
<td>10 a No. of days the lorry is under breakdown</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b Condition of the lorry</td>
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<td></td>
<td>Visual manifestation</td>
<td>10 a VM standard of BPCL implemented</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b Incase of national permit lorries logo and minimum vm criteria fixed is implemented</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c Neatly painted and maintained</td>
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<td>2</td>
<td>Safety and other fittings</td>
<td>20 a Spark arrester</td>
<td>2</td>
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<tr>
<td></td>
<td></td>
<td>b Fire extinguisher maintained</td>
<td>4</td>
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<tr>
<td></td>
<td></td>
<td>c Electrical wiring in order</td>
<td>4</td>
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<tr>
<td></td>
<td></td>
<td>d Master switches in order</td>
<td>3</td>
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<td>e Earthing Wire provided</td>
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<td>f Abloy Locking System</td>
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<tr>
<td></td>
<td>Trip Timings</td>
<td>20 a No untoward delay in reporting to dealer and back from dealer to Supply Location</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b number of trips per month</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c Prompt Delivery</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>Uniform</td>
<td>10 a Clean and Tidy</td>
<td>3</td>
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<tr>
<td></td>
<td></td>
<td>Uniform</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>b Safety Shoes</td>
<td>2</td>
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<td></td>
<td></td>
<td>c Safety Helmets</td>
<td>2</td>
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<td></td>
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<td>d Person is clean</td>
<td>2</td>
</tr>
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<td></td>
<td></td>
<td>e Identity cards</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Knowledge of crew</td>
<td>10 a assessment in training session</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b response in time of fire drills</td>
<td>2</td>
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<td></td>
<td></td>
<td>c Quizes</td>
<td>4</td>
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<td>5</td>
<td>Licenses / Records</td>
<td>10 a CCOE License</td>
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<tr>
<td></td>
<td></td>
<td>b RTO Clearances</td>
<td>2</td>
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<tr>
<td></td>
<td></td>
<td>c Insurance Cover</td>
<td>2</td>
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<td></td>
<td></td>
<td>d Wts &amp; Measures Certificate</td>
<td>2</td>
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<tr>
<td></td>
<td></td>
<td>e TREM Cards</td>
<td>2</td>
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<td>6</td>
<td>Dealer Complaints</td>
<td>10 Nil Complaints from dealer</td>
<td>10</td>
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8 (a) The Carrier shall deposit a sum of Rs. 1,00,000/- per TL subject to maximum of Rs. 5,00,000/- as Security Deposit for due fulfillment of terms of this Agreement. This sum shall not bear any interest. Minimum of Rs. 50,000/- shall be paid in the form of Demand Draft drawn on any Scheduled Bank in favour of **Bharat Petroleum Corporation Limited, Chennai** and balance amount may be deposited in the form of Bank Guarantee strictly in specified Proforma, valid for three & half years.
(b) Company shall be entitled to adjust any sum due to it from the Security Deposit amount and / or any transport / other charges / dues pending for payment to the Carrier against any other contract. The decision of the Company will be final and binding on the Carrier.

9(a) The Carriers will be responsible for loading and discharging of the tank-lorries. All the instructions of the Company with regard to the same would be binding on the Carrier.

(b) Only the Crew of the tank-lorry and authorized representative of the Carrier shall be allowed entry inside the Company's loading / unloading locations.

10(a) The Carrier shall be responsible for quantity and quality of the products received by him for transportation. Acknowledgement by any member of Crew of the tank-lorry or by any other authorized person of the Carrier by way of signing on the Challan or any other Dispatch Document would be sufficient proof of acceptance of product quantity and quality by the Carrier.

(b) The Carrier will comply with and give full co-operation to the Company in meeting the requirements of prevailing "Marketing Discipline Guidelines" as applicable to them.

(c) If any shortage in quantity and / or variation in quality of product is found at any stage after tank-lorry leaves the Dispatch Storage Point up to Receiving location, the Carrier would be responsible for the same irrespective of reason and Company would be entitled to following -

(i) In case of quantity shortage due to any reason like accident, theft, robbery, hijacking of Tank lorry etc., will be recovered from the Carrier at the following rate:

   (i-a) For MS / HSD – Sales: Invoice value of the product and transport charges for the shortage quantity.

   Stock transfer: Average Retail Selling Price of MS/HSD of all four Metros.

   (i-b) For SKO - industrial selling price at dispatch location or receiving location, whichever is higher and transport charges for the shortage quantity.

   (i-c) For all other products - as decided by the Company.

(ii) In case of variation in quality, Company at its' discretion may dispose off the contaminated product. All expenses / losses and cost of product in this connection as determined by the Company shall be recoverable from Carrier.

Above would be in addition to and without prejudice to the Company's right of termination of this Agreement as per clause 15.

11. **Carrier will be responsible for ensuring that:**

(a) Rules and regulations of the Company in force are followed by him, his staff and Crew of tank-lorry.

(b) All fittings in TANK LORRY should be ISI marked. Each TANK LORRY should carry one portable ISI marked 10 KGs DCP fire extinguisher in an easily accessible position away from the TANK LORRY unloading facilities and one portable 1 KG CO₂ / DCP / Approved equivalent fire extinguisher in driver's cabin. Company may ask for additional fittings / equipments as per requirement.

(c) Each TANK LORRY should have double pole wiring system and should have security system arrangement as required by the company.

(d) Any security system (for e.g.: locking system) decided by company to guard against malpractices will be unconditionally accepted by contractor. The modification / modifications of fittings if any on TANK LORRY would be undertaken at the workshops nominated by the Company, the cost of which will be borne by the Carrier. Carrier shall be responsible for safety / maintenance of such security systems.

(e) tank-lorry delivers the product to the consignee specified.

(f) The Crew has the correct delivery documents and TREM-Card.

(g) tank-lorry follows the normal / approved route from loading location to receiving location.

(h) Average trip-time is maintained.

(i) Signature of recipient is obtained on the delivery documents.

(j) Wherever required by Company, collect Cheques / draft / bank-slips etc from the recipient after ensuring that remittances are correctly drawn.

(k) Handover receipted delivery documents and remittances pertaining to deliveries made, to the Company on the same day and before accepting next load. In case, return of tank-lorry is delayed for any reason whatsoever, such documents and remittance are reached to the loading location within 24 hours of completing the delivery.
12. In case any of the tank-lorries meets with an accident while it is loaded with Company's product, the Carrier shall:

(a) Arrange conveying of information to dispatch storage points as also nearest police station;
(b) Guard the tank-lorry and product till arrival of rescue agencies;
(c) Arrange another fit tank-lorry to salvage the product from Accident tank-lorry;
(d) Bring such transshipped / salvaged product to Dispatch Storage Point or other location as directed by the Company at Carrier's cost.
(e) Be responsible and liable for loss / claims as determined by the Company.

13(a) Carrier shall be responsible for any damage or loss caused to the Company's product or property by negligence or default of it's Crew, authorized representative or tank-lorry. This will also include confiscation of Company's product delivered to the Carriers by any statutory authorities.

(b) The Carrier should strictly adhere to the "Industry Transport Discipline Guidelines" as enumerated in Annexure I to this Agreement.

14(a) The Carrier shall not be entitled to assign, subrogate, sublet or part with it's right, title and interest under this Agreement for any reason whatsoever, or change the ownership of / their right on the tank-lorries.

(b) The Carrier shall not cause or allow any change in the constitution of its firm without obtaining the previous written consent of the Company.

15. Neither party to this Agreement shall be liable for the non-performance of any of its obligations under this Agreement so far as such non-performance is occasioned by conditions of the force majeure. The Force Majeure means natural calamities like floods, earthquake and other acts of God and riots, etc. The affected party shall give the notice of occurrence of any such calamities within a period of 24 hours of occurrence of such calamities. The performance of the respective obligations of the parties under this Agreement shall be resumed as soon such calamities, which have resulted in the non-performance, cease to occur.

16. This Agreement would be valid for period of 2 years with an option to extend one more year at the sole discretion of the Corporation on the same terms and conditions from the effective date as given in the LOI / Work Order. However, Company reserves the right to terminate this Agreement by giving two months advance notice without being liable to give any reason or pay any compensation. Notwithstanding anything to the contrary contained hereinabove, Company reserves the right to terminate this Agreement forthwith upon or at any time after happening of any of the following -

(a) If the Carrier, its’ proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.
(b) If attachment in execution of a decree is passed against the Carrier, its proprietor or any of it's' partners.
(c) If road permits or statutory licenses / permissions granted to Carrier / it's tank-lorries by transport or any statutory authorities is cancelled or revoked.
(d) If any of the information submitted by the Carrier in the tender is found incorrect at any time.
(e) Breach of any of the terms or conditions of this Agreement by the Carrier.
(f) If the Carrier commits or suffers to be committed any act which in the opinion of the Company whose decision shall be final, is prejudicial to the good name / image of the Company or its' products or its services.
(g) If the Carrier causes disruption in transportation of bulk petroleum products. The decision of Company will be final and binding on the Carrier.
(h) On the death or retirement of proprietor or any of the partners of the Carrier firm. However, in case, Company does not exercise this option, the Agreement shall continue as between the Company and surviving / continuing partners of the Carrier. The legal representatives of the deceased partner or the retiring partner himself shall be liable for all the obligation of the carrier incurred up to the date of death or retirement but shall not be entitled to claim from the company any portion of Security Deposit. Company shall account for Security Deposit to the surviving or continuing partners. The death or retirement of any partners shall be notified by the Carriers to the Company in writing within 24 hours of such death or retirement.
(i) If the crew of the carrier commits any unsafe act such as rash driving, accident, non adherence to safety guidelines and not using safety/protective equipments etc. within or outside BPCL premises.

(j) If the Carrier, its proprietor or any partners or Tank lorry crew misbehaves (abuse/ threat/ assault/ manhandles) with the consumers/Dealers or with the employee of the BPCL.

17. All questions, disputes and differences arising under or in relation to this Agreement shall be referred to the sole arbitration of the Director (Marketing) of the Company. If such Director (Marketing) is unable or unwilling to act as the sole arbitrator, the matter shall be referred to the sole arbitration of some other officer of the Company by such Director (Marketing) in his place, who is willing to act as such sole arbitrator. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Company and may be Shareholder of the Company. The arbitrator to whom the matter is originally referred, whether the Director (Marketing) or officer, as the case may be, on his being transferred or vacating his office or being unable to act, for any reason, the Director (Marketing) shall designate any other person to act as arbitrator in accordance with the terms of the Agreement and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also the term of this Agreement that no person other than the Director (Marketing) or the person designated by the Director (Marketing) as aforesaid shall act as arbitrator. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the Agreement and provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

18. The parties hereby agree that the court in city of New Delhi/ Chennai/ Kolkata/ Mumbai alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of any thing arising under this Agreement.

19. This Agreement covers entire understanding between the parties. No alteration / variation of any of the terms of this Agreement shall be valid unless made with the consent of both the parties and evidenced in writing duly signed by authorized representatives of both the parties.

20. All notices and other communications to be given under this Agreement by either party to the other shall unless otherwise specifically agreed be given in writing by Registered Post or hand delivery against acknowledgement to the following addresses of the respective parties.

DGM LOGISTICS (RETAIL), SOUTH

Name of Carrier,
Address,

Signed and witnessed at ___________ on ___________.

For COMPANY

WITNESS 1.

2.

M/s. ________________________________
(Authorized Signatory)

For CARRIERS

WITNESS 1.

2.

M/s. ________________________________

Self attested passport size recent colour photograph of the Carrier (Individual or Authorised Signatories)
INDUSTRY TRANSPORT DISCIPLINE GUIDELINES

PREAMBLE

In view of introduction of Security Locking System, Vehicle Tracking System (VTS), Marker & various changes that have taken place since last revision during June 2007, a need was felt to revise the Industry Transport Discipline Guidelines for bulk petroleum products. Accordingly, a committee comprising of the following members studied the issues involved & revised the Industry Transport Discipline Guidelines to be implemented w. e. f. 1st March, 2009:

COMMITTEE MEMBERS

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Designation</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Mr. Anurag Deepak</td>
<td>Executive Director (Logistics), Bharat Petroleum Corp. Ltd. Retail Head Quarter, Mumbai</td>
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<td></td>
<td>(Convener)</td>
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<td>2)</td>
<td>Mr. A. K. Digar</td>
<td>General Manager (Operations), Indian Oil Corp. Ltd. Head Office, Mumbai</td>
<td></td>
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<tr>
<td>3)</td>
<td>Mr. Y. K. Gawali</td>
<td>Executive Director (Operations &amp; Distribution), Hindustan Petroleum Corp. Ltd. Head Office, Mumbai</td>
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</tr>
</tbody>
</table>

33
1.0 INTRODUCTION

1.1 Objective

To evolve uniform Transport Discipline Guidelines (TDG) for transportation of bulk petroleum products by Tank Truck/ Tank Lorry (TT) for:

a. Delivery of products to Retail Outlets and Direct Customers
b. Stock Transfers from one location to another, i.e. Bridging

1.2 Purpose

The purpose of Transport Discipline Guidelines is to ensure that:

1.2.1 Petroleum products are filled in TT in accordance with Industry Quality Control Manuals.

1.2.2 Petroleum products are transported and delivered to dealers/ direct customers and receiving locations in good condition conforming to the specifications.

1.2.3 A well defined system of checks exists at various stages of handling of petroleum products.
1.3 **Scope**

1.3.1 The procedure/code outlined in these guidelines are only the minimum required in order to ensure quality and quantity of the petroleum products during receipt, storage, transit and delivery. Therefore, standard operating procedures with due regard to safety in handling of petroleum products in general shall be followed as laid down in the respective safety and operations guidelines/manuals. It is expected that such standard procedures will be followed at all times in addition to the instructions contained in the following chapters of these guidelines.

1.3.2 Changes, if any, in these guidelines will be advised through serially numbered amendments and will be displayed at the location notice board/website. The amendment record (Annexure-I) of these guidelines shall be updated accordingly. These changes will be implemented with immediate effect from the date of its amendment.

2.0 **TRANSPORTATION**

2.1 **Transport Agreement**

2.1.1 Industry Transport Discipline Guidelines shall be part of the transport agreement.

2.1.2 TT shall not be used for any product other than the designated petroleum products and will operate only for the Oil Company with whom the agreement has been entered into.

2.1.3 Carrier shall ensure that TT is painted and maintained as per the colour scheme advised by the Oil Company from time to time. Carrier shall also ensure that the name of Oil Company & Logo is prominently displayed on the tank of TT and the name of the base location in the information panel as per the directions of the Oil Company.

2.2 **Fitness of Tank Lorry**

2.2.1 Carrier shall be responsible for providing a TT fit in all respects to carry petroleum products and shall be transporting/delivering the same in good condition, as per specifications, to the dealers/direct customers/receiving locations and shall be held accountable for any malpractice/adulteration en route.

2.2.2 TT shall be duly approved for its design/fittings by Explosives Department. Carrier shall be responsible for ensuring that the integrity of the TT fittings is maintained in accordance with the conditions laid down by the licensing authority at all times.

2.2.3 The original and a copy of the valid Explosives License shall be submitted to the loading location. Original certificate shall be returned to the Carrier after verification. TT shall carry valid Explosive License in original issued by Explosive Department at all times.

2.2.4 TT without valid Explosives License shall not be utilized, unless authorized by Explosives Department to use the TT pending renewal.

2.2.5 Carrier shall ensure compliance to various statutory rules and regulations, including provisions of Motor Vehicle Acts/Motor Vehicle Rules in force at all times during the period of agreement.

2.2.6 Carrier as per the design given by the Oil Company from time to time shall provide the product sealing/security locking/electronic sealing arrangements (security locking system) as advised by Oil Company from time to time. The transporter to ensure that, the integrity of the locking arrangements is maintained against any tampering at all the times.
2.2.7 Carrier shall ensure that the Vehicle Mounted Unit (VMU) along with fittings & fixtures installed on the TT for tracking of the TT is kept always in working condition and its on/ off operation is done according to the instructions given by the Oil Company.

2.3 Calibration of Tank Lorry

2.3.1 The original and a copy of the valid calibration certificate shall be submitted to the loading location. Original certificate shall be returned to the Carrier after verification. TT shall carry valid Calibration Certificate in original issued by Weights and Measure Department at all times.

2.3.2 TT shall be calibrated for single capacity in line with MV Act.

2.3.3 Carrier to provide manhole on top of the tank in the geometrical center of the compartment of TT.

2.3.4 Carrier to provide dip hole/ dip pipe in the geometrical center of the manhole with manhole fittings duly welded.

2.3.5 Datum Plate height should not be more than 10 mm from the bottom plate and should be shown in the drawing.

2.3.6 Tampering with calibration of vehicle in any manner shall be construed as a malpractice and penal action will be taken against the carrier as outlined under clause no. 8. Further, alleged product losses will be recovered from the carrier from the date of last calibration.

2.3.7 The calibration of the TT should be done at the calibration facility provided by the Oil Company or as directed by the Oil Company. Carrier shall produce TT for verification/ checking as and when required by the Oil Company.

2.3.8 Carrier shall provide brass dip rods for each compartment or single brass dip rod for all compartments if specifically advised by the location.

2.4 Tank Lorry Accident

2.4.1 In case of TT accident, the crew shall inform the nearest Police Station, loading location, carrier, nearest Oil Company location and shall guard the vehicle as well as product.

2.4.2 Carrier shall arrange to transfer/ salvage the product in another fit TT immediately on receipt of the information, after obtaining permission from the Oil Company and various statutory authorities. Proper safety precautions are to be followed while transferring the product from the damaged vehicle.

2.4.3 Carrier shall complete all the statutory formalities including lodging of FIR & shall submit accident report to the base location. Non lodging of FIR, not reporting the accident to the Oil Company shall be construed as a malpractice & penal action will be taken against the carrier as outlined under clause no. 8.

2.4.4 Spilled or transshipped product salvaged in TT/ barrels shall be brought to the loading location or the receiving location as advised by the Oil Company.

2.4.5 Draw three (six nos. in case of MS) composite samples (TMB), 1 liter each from each TT compartment/ barrel in the presence of carrier/ TT crew carrying the salvaged product. Prepare sample tags as per specimen given in Annexure-II. Locking/ sealing of the TT/ barrel and sample
containers and signing on the sample tags shall be done jointly by the Oil Company representative and carrier/ TT crew. One set of sample shall be sent to the Oil Company’s lab for testing, one set to be given to carrier/ TT crew and one set to be retained at the location.

2.4.6 On receipt of test results from the lab, the carrier shall be suitably advised and action taken.

2.5 Other formalities

2.5.1 Carrier shall engage TT driver who has undergone training on transportation of hazardous goods as stipulated under the Motor Vehicle Acts/ Rules. The driving license of the driver should be endorsed by Road Transport Authorities to this effect.

2.5.2 Emergency Information Panels shall be correctly displayed on the TT as stipulated.

2.5.3 The TT registration number shall be painted on the fire extinguishers carried by the TT.

2.5.4 Carrier shall ensure that TT crew follows the specified route.

2.5.5 Carrier shall submit details of TT crew, antecedents of the TT crew obtained from local Police & a copy of valid driving license of the driver to the base location and obtain entry pass from the location.

2.5.6 Before embarking for the delivery it will be carrier’s or his representative’s responsibility to ensure that TT crew has correct:
   a. Challan/ Invoice
   b. TREM CARD and standing instructions

3.0 PRODUCT LOADING

3.1 Quality Control

3.1.1 Petroleum products shall be received, stored and delivered ex loading locations in accordance with Industry Quality Control Manual.

3.1.2 a. Sales document: Dispatch density of the product at 15°C Celsius shall be indicated on sales document.
      b. Stock transfer document: Dispatch temperature & density of the product at 15°C shall be indicated on stock transfer documents.

3.2 Sealing/ Locking of Tank Lorry

3.2.1 Security locking of the TT shall be done in accordance with the guidelines of the Oil Company.

3.2.2 Carrier to ensure that the integrity of the security locking system is intact at all times.

3.2.3 Carrier shall ensure that the TT is always in locked condition (as per security locking system) including on its return journey except during loading/ unloading operation. Any act of tampering with the security locking system shall be construed as malpractice and action shall be taken against the carrier.

3.3 Log ‘out’ and ‘in’ time system
3.3.1 The departure time from the loading location shall be recorded on the invoice/ stock transfer document itself by the loading location and the dealer/ direct customer/ receiving location shall record the arrival and departure time of the TT on the same document.

3.3.2 Carrier shall ensure that the trip time specified for the destination is strictly adhered to.

4.0 PRODUCT RECEIPT

The procedure outlined hereunder is applicable for the receipts of product at the supply locations, dealers and direct customers.

Responsibility towards handling of product shall be in accordance with the Marketing Discipline Guidelines in force and Industry Quality Control Manual in force.

4.1 Actions to be taken on arrival of the TT

4.1.1 Recording of timings

Arrival & departure time of the TT shall be recorded in the delivery document. If a bridging TT is used for deliveries by receiving location, it shall report back at the receiving location after completion of delivery for monitoring of delivery time & handing over of banking instruments if any.

4.1.2 Checking security locking system

The security locking system shall be checked and if it is found O.K then proceed to 4.1.3. If found tampered, then it will be construed as a malpractice and action shall be taken as mentioned in 4.2.

4.1.3 Density checking

The density of each compartment shall be checked. If the density variation at 15 degree Celsius is within +/− 3 kg/ m³ as compared to the challan density of the product then proceed to 4.1.4. If the density variation at 15 degree Celsius is more than +/− 3 kg/m³ or in case of doubt as to the quality of product, then action shall be taken as mentioned in 4.2.

4.1.4 Retained Tank Lorry samples

The dealer/ dealer’s representative shall draw 4x1 liters of MS and/or 2x1 liters of HSD bottom samples (composite from all the compartments proportionate to the quantity of the product received in each compartment after removing line contents) from the TT, seal & sample tag the same before unloading the TT. Before taking the samples, the empty sample containers should be rinsed with the same product from the TT. The label should be jointly signed by dealer / dealer’s representative and the TT driver. These samples will be called as “Retained Tank Lorry samples”. The dealer should hand over, against payment, 2x1 liter of MS and/or 1 liter of HSD samples to the TT driver/ representative of the carrier for retention by the carrier. In addition, the Carrier/TT driver will have to pay a deposit of Rs. 300/- per sample container to the dealer. These samples shall be retained in line with Marketing Discipline Guidelines in force. The carrier with written mutual consent may leave his samples in safe custody of the dealer.

4.1.5 Marker testing

The tank lorry may be subjected to the marker test en route or at the dealer / direct customer location premises. If the product carried through TT is found failing in the marker test then actions shall be taken as mentioned in 4.2.
4.2 Procedure for dealing with the suspected irregularities

The following procedure shall be followed for dealing with the suspected irregularities.

a. Inform sales officer/ loading location.
b. The TT shall be detained.
c. The Sales officer/ loading location officer shall draw the samples as mentioned in 4.3.
d. The sales officer/ loading location officer, TT crew/ carrier’s representative & consignee/ consignee’s representative, inspecting authority shall prepare a joint statement mentioning the compartment wise observed density / result of the marker test / status of the security locking system and shall sign the statement.
e. In case of TT receipt at the location the loading location officer & TT crew/ carrier’s representative shall prepare a joint statement mentioning the compartment wise observed density / result of the marker test / status of the security locking system and shall sign the statement.
f. The TT, thereafter, shall be sealed by the sales officer/ loading location officer and detained at the place of the consignee’s premises.
g. If the product passes in the lab test, the TT shall be decanted at the consignee’s premises. If the product fails in the lab test, then the TT shall be sent for the disposal of the product as directed by the Oil Company.
h. Action shall be taken against the carrier as outlined under clause no. 8.

4.3 Sampling procedure for suspected irregularities

4.3.1 At the dealer / Direct customer premises

The sales officer / location officer shall draw eight nos. composite samples (TMB) in case of MS (four in case of other products) of 1 liter each from every TT compartment in the presence of carrier/ TT crew and consignee/ consignee’s representative. Prepare sample tags as per specimen given in Annexure-II. Signing on the sample tags and sealing of the sample containers shall be done jointly by the sales officer/ loading location officer, TT crew/ carrier’s representative and consignee/ consignee’s representative. One set of sample shall be sent to the Oil Company's lab for testing, one set to be given to carrier/ TT crew, one set to be given to consignee/ consignee’s representative and one set to be retained by the sales officer/ loading location.

4.3.2 Receipt at the locations

The location officer shall draw six nos. composite samples (TMB) in case of MS (three in case of other products) of 1 liter each from every TT compartment in the presence of carrier/ TT crew. Prepare sample tags as per specimen given in Annexure-II. Signing on the sample tags and sealing of the sample containers shall be done jointly by the loading location officer and TT crew/ carrier’s representative. One set of sample shall be sent to the Oil Company’s lab for testing and one set to be given to carrier/ TT crew and one set to be retained by the loading location.

4.4 Testing of samples at lab

The TT samples drawn by the sales officer / loading location officer at the consignee’s premises shall be tested in the lab. If the product passes in the lab test, the TT shall be decanted at the consignee’s premises. If the product fails in the lab test, then the corresponding supply location retention sample shall be tested. If the supply location retention sample passes in the lab test then it would be construed as malpractice done by the carrier & action shall be taken as outlined in clause no 8. If the supply location retention sample fails in the test then no action shall be taken.
against the carrier. In any case of failure of the TT sample, the TT shall be sent for the disposal of the product as directed by the Oil Company.

4.5 Testing of “Retained Tank Lorry Samples” at lab

4.5.1 Testing for specifications

If the product sample drawn from the retail outlet is found failing in the test then the last “Retained Tank Lorry samples” kept at the retail outlet shall be tested. If the “Retained Tank Lorry samples” is also failing in the test then the corresponding supply location sample will be tested. If the location sample is passing in the test then it shall be construed as a malpractice done by the carrier & action shall be taken as outlined hereunder on actions for malpractices/ adulteration.

4.5.2 Testing for Marker

If the product sample drawn from the retail outlet is found failing in the marker test then the last “Retained Tank Lorry samples” kept at the retail outlet shall be tested for marker test. The marker test of “Retained Tank Lorry samples” will be carried out after giving prior notice to the dealer & the concerned carrier so that they can be present at the test venue if they so desire for witnessing the testing. Field officer or the representative of the divisional office/ regional office/ territory office will also be present & conduct/ witness the marker test. This team will submit its report in the approved industry format. If the “Retained Tank Lorry samples” is also failing in the marker test then the corresponding location sample will be tested. If the supply location sample is passing in the marker test then it shall be construed as a malpractice done by the carrier & penal action would be taken against the carrier as outlined under clause no. 8.

5.0 TANK TRUCK/TANK LORRY MONITORING

5.1 Carrier having agreement with the Oil Company for a TT shall not enter into agreement with other company for the same TT. Carrier shall not enter into agreement with the Oil Company for the blacklisted TT. If it is subsequently proved that the carrier has entered in to agreements with other Oil Company for the same TT then it shall be construed as malpractice & penal action would be taken against the carrier as outlined under clause no.8.

5.2 The Oil Company who has blacklisted TT/ carrier under their agreement shall circulate the list of such TT/ carrier containing registration, engine and chassis numbers to other oil companies.

5.3 Carrier shall not enter into agreement with the Oil Company by submitting forged documents/ false information.

5.4 Bridging TT, only after verifying the product acknowledgement for the previous trip, and seeking clarification in the cases where trip time has exceeded, the TT will be accepted for loading.

5.5 In case a TT has not reported for delivery at the receiving location after a reasonable transit time, carrier shall inform loading location and receiving location the reasons for delay and likely date of reporting.

5.6 Bridging TT arranged by receiving locations shall be accepted only on the basis of indent slips issued by receiving locations. The receiving location shall issue a serially numbered indent slip before it proceeds to the loading location for uplifting the product. In case of missing of such TT, action as mentioned in item 5.5 above shall be taken.
5.7 In case a TT is not received at the receiving location, action shall be taken against the carrier as outlined under clause no. 8.

6.0 VEHICLE TRACKING SYSTEM

6.1 If VMU of the TT is not in working condition, it would be considered that the TT is not fit for loading.

6.2 Carrier or his representative shall inform the Oil Company within 30 minutes of stoppage of VMU functioning.

6.3 Carrier shall strictly follow the specified route stipulated by the Oil Company. Any unauthorized deviation from the specified route would be considered as a malpractice and action will be taken against the carrier as outlined under clause no. 8.

6.4 If it is observed that the VMU, its fittings or fixtures installed on the TT is damaged deliberately by the carrier or his representative, the VMU is switched of en-route, VMU is removed from TT, VMU is used on other vehicles then it would be construed as a malpractice and action will be taken against the carrier as outlined under clause no. 8. Company’s decision would be final in determining as to whether it has been damaged deliberately or not.

6.5 TT should not be stopped en-route. Any unauthorized stoppage shall be construed as a malpractice and action will be taken against the carrier as outlined under clause no. 8.

6.6 Carrier to ensure that the TT reaches the destination and delivers product to the consignee within specified trip time. The TT not reaching the destination or unauthorized delays shall be construed as a malpractice and action will be taken against the carrier as outlined under clause no. 8.

6.7 Carrier shall ensure that TT does not exceed the speed limits prescribed by the concerned authorities.

7.0 HEALTH, SAFETY & ENVIRONMENT

7.1 All rules/ regulations and statutory requirements shall be strictly followed by the carrier and their work force i.e. drivers/ cleaners at the work place and on the road while transporting petroleum products.

7.2 Driver and cleaner shall wear seat belt while driving vehicle on the road.

7.3 No TT shall be plied by the driver without cleaner, either on the road or at any work place.

7.4 The TT crew would not be permitted to enter the location premises without use of the personal protective equipment i.e. safety shoes, helmet, spectacles (wherever necessary).

7.5 The crew of TT shall check safety fittings, fitness conditions of vehicles to ply on road before the TT is brought for loading.

7.6 Safety procedures for unloading and loading of vehicles at the supply location as well as at the destination i.e. retail outlets, direct customer, supply location, etc. shall be strictly adhered to.

7.7 It shall be mandatory for all drivers to undergo refresher training course / training programs organized by the location.
7.8 The TT should be driven only by persons having valid driving license issued as per MV Act.

7.9 TT crew to undergo routine health check once in every six months. Fitness Certificate to be submitted to the loading location. TT crew need to be in sound health condition.

7.10 The carrier shall ensure that the TT crew are not in intoxicated state while on duty.

8.0 ADULTERATION/ MALPRACTICES/ IRREGULARITIES/ PENALTIES

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

8.1 Penalties in case of adulteration

In all cases of failure of the products/ adulteration in TT, action against the Carrier shall be initiated as under:

a. i. Carriers with single TT

On the first incident (during the tenure of the contract) of adulteration, the contract with the concerned carrier shall be terminated and the concerned carrier & the particular TT shall be blacklisted on Industry basis.

ii. Carriers with multiple TTs

On the first incident (during the tenure of the contract) of adulteration, the particular TT shall be blacklisted on Industry basis along with the TT crew. In case of second incident of adulteration, the whole contract comprising of all the TTs belonging to the concerned carrier shall be terminated and the concerned carrier & their all TTs shall be blacklisted on industry basis.

However, if the complicity of the carrier is detected in case of adulteration of the first incident, then the whole contract comprising of all the TTs belonging to the concerned carrier shall be terminated and the concerned carrier & their all TTs shall be blacklisted on industry basis.

b. Disposal of the contaminated product shall be done as directed by the company.

c. Cost of product as determined by the company shall be recovered from the carrier.

d. Incidental expenses and any other expenses sustained by the concerned Oil Company for disposal of the contaminated product shall also be recovered from the transporter.

e. Transportation charges, octroi, toll taxes, other levies shall not be paid for the futile trip to the dealer/ direct customer or receiving location as well as for the subsequent trip for delivering the adulterated/ contaminated product to the concerned Oil Company’s nominated location for disposal of the product.

8.2 Penalties for malpractices/ irregularities

8.2.1 Malpractices/ irregularities will cover any of the following:

a. Unauthorized deviation from specified route/ unauthorized delay/ unauthorized en-route stoppage/ not reaching destination/ over speeding/ en-route switching off VMU/ unauthorized removal of VMU/ use of VMU on other vehicles
b. TT crew found in intoxicated state while on duty
c. For not wearing seat belt while driving on road or driving vehicle without cleaner/helper
d. For non functioning of TT Fire Extinguisher
e. Polluting environment due to product spillage from tilting or leaky vehicles on road, in case of accident/ unsafe driving
f. Accident involving injury or damages to the facilities at the work place
g. Fatal accident at the work place
h. Tampering with standard fittings of TT including the sealing, security locks, security locking system, calibration, Vehicle Mounted Unit or its fittings/ fixtures
i. Unauthorized use of TT for products other than the petroleum products for which it has been engaged
j. Entering into contract based on forged documents/ false information
k. Entering into an agreement for the same TT with other oil companies
l. Irregularities under W&M Act
m. Not lodging FIR with the Police in case of accident, not informing/ submitting accident report to the Oil Company about the accident
n. Pilferage/ short delivery of product

8.2.2 Penalties upon detection of malpractice/ irregularities

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

<table>
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<tr>
<th>SR. NO.</th>
<th>TYPE OF MALPRACTICE/ IRREGULARITY</th>
<th>NUMBER OF MALPRACTICE/ IRREGULARITY</th>
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<tr>
<td>8.2.2.1</td>
<td>Not wearing seat belt while driving on road, over speeding, unauthorized stoppage en-route or driving vehicle without cleaner/ helper, short delivery of product</td>
<td>TT shall be suspended for one day, TT shall be suspended for one week, TT shall be suspended for one month, TT shall be blacklisted on Industry basis</td>
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<tr>
<td>8.2.2.2</td>
<td>Non functioning of TT Fire Extinguisher, en-route switching off VMU, unauthorized delay, TT crew found in intoxicated state while on duty</td>
<td>TT shall be suspended for one week, TT shall be suspended for one month, TT shall be blacklisted on Industry basis</td>
</tr>
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<td>8.2.2.3</td>
<td>Unauthorized deviation from the standard route, In case of accident involving injury or damages to facilities at the work place</td>
<td>TT shall be suspended for one month, TT shall be suspended for three months, TT shall be blacklisted on Industry basis</td>
</tr>
<tr>
<td>8.2.2.4</td>
<td>Polluting environment due to product spillage from tilting or leaky vehicles on road, in case of accident/ unsafe driving</td>
<td>TT shall be suspended for one, TT shall be blacklisted on</td>
</tr>
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43
| 8.2.2.5 | Pilferage of product, TT not reaching destination, Fatal accident resulting in death at the work place, Irregularities under W&M Act, Tampering with standard fittings of TT including the sealing, security locks, security locking system, calibration, VMU or its fittings/ fixtures, Unauthorized removal of VMU, Use of VMU on other vehicles, Unauthorized use of TT for products other than the petroleum products, Entering into contract based on forged documents/ false information, Entering into an agreement for the same TT with other oil companies, Not lodging FIR with the Police in case of accident, not informing/ submitting accident report to the Oil Company about the accident. | TT shall be blacklisted on Industry basis |
| 8.2.2.6 | Any act of the carrier/ carrier’s representative that may be harmful to the good name/ image of the Oil Company, its’ products or its services | As decided by the company |

However, if the complicity of the carrier is detected in case of occurrence of any of above malpractice/ irregularity or incident of malpractice/ irregularity stipulating into blacklisting of second TT of the carrier (during the tenure of the contract), the whole contract comprising of all the TTs belonging to the concerned carrier shall be terminated and the concerned carrier & their all TTs shall be black listed on industry basis.

### 8.2.3 Period of blacklisting

The period for blacklisting for the carrier & TTs shall be two years. However, the company reserves the right to extend the ban on the concerned carrier/ TT after the period of two years is over. Depending upon the seriousness of the offence, the carrier/ TT may be banned permanently.
## Annexure-I

### Amendment Record

<table>
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<th>Amendment No.</th>
<th>Date</th>
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## Annexure-II

Product: Tank Lorry No.:  
Location: Dealer/ Direct Customer:  
Document No. Date & Time of sampling:  
Type of sample: Compartment No.:  
Reasons for testing:

### Names & Signatures

Carrier Dealer/ Direct Customer Oil Company
1. In consideration of Bharat Petroleum Corporation Limited having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400 001 (hereinafter called "The Company" having agreed to exempt M/S ____________________(Hereinafter called "the said Carrier(s)") from the demand under the terms and conditions of an Agreement dated ____________ made between _____________________ and the Carrier(s) __________________________ (Hereinafter called "the said Agreement") for the due fulfillment by the said Carrier(s) of the terms and conditions contained in the said Agreement on production of Bank Guarantee for Rs. __________ (Rupees __________ only), We __________________________ (name of Bank) (hereinafter referred to as "Bank") at the request of M/S ______________________ (Carrier(s) ) do hereby undertake to pay to the Company an amount not exceeding Rs. __________ (Rupees __________ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Carrier(s) of any of the terms and conditions contained in the said Agreement.

2. We ______________ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reasons of breach by the said Carrier(s) of any of the terms and conditions contained in the said agreement or by reason of the Carrier’s failure to perform the said Agreement. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. __________ (Rupees __________ only).

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

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

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Carrier(s).

7. We ___________________ (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated __________________________ day of ____________

For __________________________
   (Indicate name of the Bank and affix seal)
(On Non-Judicial Stamp Paper as prescribed in the respective State)

GENERAL IRREVOCABLE POWER OF ATTORNEY

We, the undersigned (1) Shri _____________________ (2) Shri _____________________ (3) Shri _____________________ all residing at _________________ the Partners / Directors of M/S __________________________ having its registered office at ___________________________________________________________ do hereby nominate, authorize and appoint Shri _____________________ & Shri _____________________ who are our Partners/Directors in the firm to act as attorneys of our firm M/S ____________________ with full power and authority to exercise the following powers or any of them on our behalf and on behalf of our firm:

i) To sign, seal, execute, perfect and/or complete the tender document of transportation of petroleum products and also other relevant documents required by M/S __________________ Corporation Ltd. (hereinafter called The Company) in respect thereof.

ii) To negotiate, enter into correspondence with the Company and do all and everything necessary suitable or proper with regard to the said tender for transportation of petroleum products.

iii) To sign, seal, execute, perfect and/or complete the Agreement for Hiring of Tank Lorries and all and/or any other document, Indemnity Bond etc. Required by the Company in connection with the said Transport Contract Agreement.

iv) To do all acts, deeds, as may be necessary for and incidental to the execution of proper performance of the said agreement for Hiring of Tank Lorries with BPCL.

We the said partner(s) do hereby agree to allow verify and confirm all and whatsoever the said Shri. _____________________, and Shri _____________________ shall or may do or cause to be done in or about the said tender and the Agreement for Hiring of Tank Lorries, the execution and proper performance thereof by virtue of these presents.

This Power of Attorney shall remain irrevocable till the validity period of our quotation/ Agreement for Hiring of Tank Lorries / or refund of our Security Deposit whichever is later.

In witness whereof, we have hereunto set and subscribed our hands at ____________ this __________ day of ____________ Two thousand Seven.

Signatures

Signed, Sealed and delivered by

1) Shri___________________

the within named partners/

2) Shri___________________

Directors of M/S _________________

3) Shri___________________

Before me.
Notary public
(Notary's Stamp)
UNDEARTAKING

We declare as under:

1. That the tank-lorries offered under contract to BPCL__________ Location has not been withdrawn from any other contract with any other Oil Company or any other Location of the BPCL.
2. That the tank-lorries under reference are not attached with any other Party/ Contractor/ Distributor and have not been withdrawn without their prior consent.
3. That the subject tank-lorries are not involved in any litigation other than routine cases of road accident or any violation of Motor Vehicles Act.
4. That we have not been blacklisted so far by IOC/ BPC/ HPC.
5. We further confirm that the details as furnished by us have been verified and found correct. We undertake to place the tank-lorries at the disposal of BPCL in case the contract is awarded in our favour. If any information is found to be incorrect, the contract if awarded to us shall be liable to be cancelled and we shall be liable to pay to BPCL such damages/ losses/ claims as BPCL may put to due to termination of the contract. We also undertake that, should there be any action against BPCL resulting in damages of whatsoever nature to BPCL on account of award of contract in our favour on the basis of misrepresentations, we shall keep BPCL completely indemnified against all the claims/ losses/ damages/ litigations/ court action etc.

Date:

Signature___________________

Name of Person signing___________________

Tenderer’s Name and address with seal___________________
(On Non-Judicial Stamp Paper of Rs. 200/- (two hundred only))

AFFIDAVIT

I / We ______________________________ S/O Shri________________________ resident of _______________________________ do hereby solemnly affirm and declare as under:

1. That I / We are the owners of tank lorry no. ________________ bearing engine no. ________________ Chassis No. ________________ make and model ________________.

2. That I / We have attached / shall keep attached the above mentioned tank lorry with M/S _______________________________ till the validity of POL Road Transport Contract awarded by _______________________________ in favour of M/S _______________________________.

3. That during above period, M/S _______________________________ alone shall have all the rights of operating the said tank lorry and receiving consideration for such operation.

DEPONENT

VERIFICATION

Verified that the contents of the above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

DEPONENT

Verified at ______________________________ on ______________________________

Notary Public
AFFIDAVIT FOR OFFER OF T/L AGAINST PROOF OF BOOKING THE CHASIS

I / We ____________________________ S/O____________________________ resident of ____________________________
do hereby solemnly affirm and declare as under:

1. That I / We have booked for ___________ Nos. of Chassis as per the particulars given below:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>T/L Capacity</th>
<th>Make &amp; Model</th>
<th>Supplier Name</th>
<th>Booking Order/Invoice Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

2. That I/We confirm, if the transport contract is awarded to me/us, the Tank Lorries offered/allocated as per above details shall be positioned, within one month of the issue of LOI. In the event of failure to place all the offered/allocated Tank Lorries the Contract will not be issued for any Tank Lorry offered by us.

DEPONENT

VERIFICATION

Verified that the contents of the above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

DEPONENT

Verified at_____________________on____________________________

Notary Public

Note: Proof of booking the chassis shall be attached in respect of tank lorry/lorries offered against affidavit. Tank Lorry/lorries without proof of booking shall be summarily rejected.

Seal  Signature of the Tenderer
INTEGRITY PACT

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

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

Preamble

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

Section 1 - Commitments of the Principal

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

   1.
   a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

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

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

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

Section 2 - Commitments of the Bidder / Contractor/Supplier

........................................
(1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder /Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder /Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor/Supplier can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit/Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

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

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

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

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

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitors

(1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
(3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 - Other provisions

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

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

(3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
Other Cases:

(a) Proforma of Integrity Pact shall be returned by the Bidder/s along with the bid documents (technical bid in case of 2 part bids), duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder’s failure to return the IP duly signed along with the bid documents shall result in the bid not being considered for further evaluation.

(b) If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD/Bid Security as per provisions of the Integrity Pact.

(c) If the contract has been terminated accordingly to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract accordingly to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the Integrity Pact.

(d) Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor.

The name/address/contact numbers of Independent External Monitor (IEM) appointed to oversee implementation in Retail SBU is given below:

Shri Brahm Dutt.
No. 82, Shakti Bhavan,
Race Course Road,
Bangalore – 560 001.

Phone – 080-22256568
Mobile – 09731316063.

For the Principal

For the Bidder/Contractor/Supplier

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

Date ………………
Witness 2 : ………………
(Signature/Name/Address)
BHARAT PETROLEUM CORPORATION LIMITED

PRICE BID
(to be submitted in Envelope & marked as “Price Bid”)

FOR ROAD TRANSPORTATION OF MS/HSD/SKO

EX LOCATION : GULBARGA DEPOT

1. Name of the tenderer : M/S

2. Rate Schedule :

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Particulars</th>
<th>CAPACITY OF TL</th>
<th>BPCL Offered Estimated Rate</th>
<th>Tenderers to quote upto (+/-) 10% of BPCL Offered Estimated rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>12 KL</td>
<td>Rs. 101.5</td>
<td>Rs. 91</td>
</tr>
<tr>
<td>1.</td>
<td>BPCL Offered Estimated Transportation Rates Rs/KL</td>
<td></td>
<td></td>
<td>Rs. 112</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ABOVE 12 KL</td>
<td>Rs. 100</td>
<td>Rs. 90</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Rs. 110</td>
</tr>
<tr>
<td>2.</td>
<td>Tenderer’s Quote Rs./KL</td>
<td>12 KL</td>
<td>Rs.  ------</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In words Rs.-----------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ABOVE 12 KL</td>
<td>Rs.  ------</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In words Rs.-----------------------------------------------------</td>
</tr>
</tbody>
</table>
### B. Within State:

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Particulars</th>
<th>CAPACITY OF TL</th>
<th>BPCL Offered Estimated Rate</th>
<th>Tenderers to quote upto (+/-) 10% of BPCL Offered Estimated rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>12 KL</td>
<td>Paise 216</td>
<td>Paise 195 to Paise 238</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ABOVE 12 KL</td>
<td>Paise 180</td>
<td>Paise 162 to Paise 198</td>
</tr>
<tr>
<td>1.</td>
<td>BPCL Offered Estimated Transportation Rates Paise/KL/KM</td>
<td>12 KL</td>
<td>Paise ------</td>
<td>In words Paise-------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ABOVE 12 KL</td>
<td>Paise -----------</td>
<td>In words Paise-------------------------------------------------</td>
</tr>
</tbody>
</table>

### C. Outside state:

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Particulars</th>
<th>CAPACITY OF TL</th>
<th>BPCL Offered Estimated Rate</th>
<th>Tenderers to quote upto (+/-) 10% of BPCL Offered Estimated rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>12 KL</td>
<td>Paise 218</td>
<td>Paise 196 to Paise 240</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ABOVE 12 KL</td>
<td>Paise 182</td>
<td>Paise 163 to Paise 200</td>
</tr>
<tr>
<td>1.</td>
<td>BPCL Offered Estimated Transportation Rates Paise/KL/KM</td>
<td>12 KL</td>
<td>Paise ------</td>
<td>In words Paise-------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ABOVE 12 KL</td>
<td>Paise -----------</td>
<td>In words Paise-------------------------------------------------</td>
</tr>
</tbody>
</table>

Tenderers shall quote rates for all the sectors i.e. FDZ, within & outside State for the offered capacity of T/L. In case of failure to quote for all the sectors the price bid will be rejected.

We agree with the formula for working out escalation/ de-escalation in transportation rates on account of increase/decrease in retail selling price of HSD as given below in schedule A.

Date: __________________________

Signature_____________________

Name of Person signing_____________________

Tenderer’s Name  and address with seal_____________________
Clause for escalation/de-escalation in case fuel is not issued by the company

FORMULA FOR WORKING OUT ESCALATION/ DE-ESCALATION IN TRANSPORTATION RATES ON ACCOUNT OF INCREASE/ DECREASE IN RETAIL SELLING PRICE OF HSD.

Increase/ decrease in the transportation rate in Paise Per KL Per KM:

FORMULA:

Increase/ Decrease in 1 litre of HSD Retail Selling Price (RSP) ex- GULBARGA (within municipal limits) of the supply point concerned inclusive of taxes.

\[
\frac{Q \times 4}{3.5}
\]

Where Q represents notional capacity of a Tank Truck and it is taken as 12 KL or ABOVE 12 KL as the case may be and 4 KM’s for 12 KL and 3.5 KM’s for above 12 KL, which a Tank Truck can run with 1 lit of HSD (loaded or otherwise) for the purpose of calculations.

NOTE: (with following clarifications)

1. The retail-selling price of HSD as on the date of inviting tender will be the base price.
2. The escalation/ de-escalation of transportation rates will be allowed every quarter i.e. on 1st January, 1st April, 1st July and 1st October.
3. Escalation/ de-escalation shall be applicable as per increase/ decrease in RSP (Retail Selling Price) of HSD, which will be the weighted average of RSPs of HSD during immediate previous three months, and the new transportation rates arrived at on the above dates shall be applicable for a period of subsequent three months.
4. Only the increase/ decrease in RSP of HSD at GULBARGA (Within Municipal Limits) supply point shall be considered and the escalation/ de-escalation factor shall apply for all supplies fed ex GULBARGA. In case of any dispute, the decision of BPCL shall be final and binding.
5. The Price Band is worked out based on HSD rate prevailed as on 10.12.2013. The escalation / de-escalation shall be applicable from 10.12.2013.

************