



BHARAT PETROLEUM CORPORATION LIMITED

TENDER NO. BPCL/LPG/PKD/ SR/2013/ 06/CHENNAI

**TENDER FOR TRANSPORTATION OF PACKED LPG CYLINDERS
EX-CHENNAI LPG BOTTLING PLANT & through Staging Depot at TADA**

CREDENTIAL BID

To be submitted at the following address in sealed cover marked
**“TENDER FOR TRANSPORTATION OF PACKED LPG CYLINDERS
EX- CHENNAI LPG BOTTLING PLANT, TAMILNADU**

Regional LPG Manager, South
Bharat Petroleum Corporation Ltd.,
No.1, Ranganathan Gardens,
Off 11th Main Road, Anna Nagar
CHENNAI 600 040

Please affix your rubber stamp and sign on each page along with all enclosures.
Please quote rates in **Proforma II and put it in a separate sealed cover.**

CLOSING DATE / TIME : 07.02.2014 / 14.30 HOURS

OPENING DATE / TIME : 07.02.2014 / 15.00 HOURS

INDEX

Details		Page Nos
General Conditions of tender		3 to 6
Schedule of Station/Offtake/RTKM	Proforma-I	7 & 8
Details of Trucks	Exhibit A & B	9 & 10
Price bid	Proforma-II	11 to 13
PRINTED BOOKLET CONTAINING THE FOLLOWING		
Letter from the party		14 & 15
Standard Terms & Conditions of Tender for Transportation of filled & Empty Cylinders		16 to 29
LPG Cylinders Transportation Contract Agreement		30 to 46
DP Regulation of Trucks	Annexure-I	47
Form of Standing Bank Guarantee in lieu of Security Deposit	Annexure-II	48 to 51
Gas Cylinder Rules 1981	Exh. C	52
List of Relatives	Annexure-III	53
Particulars of Tenderer	Annexure-IV	54
Questionnaire	Annexure-V	55 & 56
Declaration by Tenderer	Annexure-VI	57
Letter of Undertaking	Annexure-VII	58
Affidavit to be obtained from Owner of attached trucks on a non-judicial stamp paper of Rs. 100/=	Annexure-VIII	59
Form of Caste Certificate	Annexure-IX	60 & 61
List of authorities to issue certificate for verification	Annexure-X	62
Indemnity Bond/Undertaking –On a non judicial stamp Paper of Rs.100/=	Annexure -XI	63 to 65
Undertaking on trucks offered – On a non judicial stamp Paper of Rs.100/=	Annexure-XII	66
Additional standard terms & conditions	Annexure –XIII	67
NEFT Mandate Form	Annexure XIV	68
Integrity pact	Annexure XV	69 to 73
Visual Manifestation standards logo	Annexure XVI	74

GENERAL CONDITIONS OF TENDER
TENDER NO. BPCL/LPG/PKD/SR/2013/ 06 / CHENNAI

TENDER FOR TRANSPORTATION OF PACKED LPG CYLINDERS
EX. CHENNAI LPG PLANT, TAMILNADU & through Staging Depot at TADA, AP

- 1 Offers are invited from persons in their own names, who are willing to transport BPCL's filled and empty LPG cylinders in trucks, owned or hired by the tenderers particulars whereof are to be given in the prescribed format at the time of submission of the tender, to and from CHENNAI LPG PLANT to the destination as may be directed by BPCL from time to time for a period of 2 years from **01.01.2014 to 31.12.2015** with an option for extension at the sole discretion of BPCL for a further period of one year on the terms and conditions contained herein.

- 2 The Tender document set has been split into two parts – “**CREDENTIAL BID**” and “**PRICE BID**”. The documents marked “**CREDENTIAL BID**” and “**PRICE BID**” are to be returned to the Corporation duly filled and sealed in **two separate envelopes**. (In case the applicant is taking download of the tender document from the Web site, he/she should place the credential and price bid in **two separate envelopes** duly sealed and **with clear marking** of **Credential** and **Price Bid**. Also, EMD shall be put in a separate envelope. These **three envelopes** should be placed in **one envelope** which also should be sealed and with clear marking of complete tender details). The tender should be strictly in line with our terms and conditions. Any tender not conforming to the terms & conditions prescribed in the tender document shall be summarily rejected.
 - i) Counter Terms & Conditions will not be accepted.
 - ii) Overwriting should be avoided, Corrections, if any, should be signed by the tenderer.
 - iii) All details and enclosures asked for should be submitted duly signed & stamped by proprietor/ partner. If any information is not applicable to tenderer, “Not applicable” may be written against the same.

- 3 Tender documents will be available at the addresses mentioned under item No.8 against written request from intending Tenderers on any working day from **21.01.2014**, (between 1030 hrs & 1700 hrs) on payment of **Rs. 2,500/-** (Rupees Two thousand five hundred only) in favour of **M/s Bharat Petroleum Corporation Limited**, Payable at Chennai per set of Tender, up to **06.02.2014**. In case the applicant is taking down load of the tender document from the Web site (www.bharatpetroleum.in), they should submit a DD of **Rs. 2,500/-** (Rupees Two Thousand Five Hundred only) in favour of **M/s Bharat Petroleum Corporation Limited** , Payable at **Chennai** as tender document fee to be enclosed along with the credential bid documents. Credential bid without tender document fee of **Rs 2,500/-** is liable to be rejected)

- 4 All tenderers will have to submit interest free Earnest Money Deposit (EMD) as given below:
- a) Tenderers offering upto 10 trucks -Rs.1,00,000/- (Rupees one lakh only)
 - b) Tenderers offering 11 to 20 trucks – Rs 2,00,000/- (Rupees two lakh only)
 - c) Tenderers offering more than 20 trucks - Rs 3,00,000/-(Rupees three lakh only)
 - d) Those tenderers whose proprietor/all partners belong to SC/ST category will have to submit an interest free EMD:
 1. Rs. 25,000/- (Rupees twenty five thousand only) in case of offering upto 10 trucks
 2. Rs. 50,000/- (Rupees fifty thousand only) in case of offering 11 to 20 trucks.
 3. Rs. 1,00,000/- (Rupees one lakh only) in case of offering more than 20 trucks.
 - e) Prospective transporters who wish to enter into transportation job of packed LPG Cylinders who do not own any truck at the time of floating the tender can offer trucks under “Proposed Category” (**maximum number of trucks offered under this category will be limited to Three trucks only**) need to submit an EMD of Rs. 1,00,000/- (Rupees One lakh only) for general category and Rs. 25,000/- (Rupees Twenty Five Thousand only) for SC/ST category.
- 5 Deposit payments to be made as mentioned in paragraphs 3 & 4 above will have to be by crossed Demand Draft/Pay Order drawn on any Scheduled bank, in favour of **“Bharat Petroleum Corporation Ltd.”** payable at **Chennai** .
- 6 Under no circumstances any tender document will be accepted, if received after the closing date and time.
- 7 For detailed Terms & Conditions and the guidelines for filling up/submission of the tender, please refer the tender documents.
8. Detailed terms of notice, terms of tender and other particulars of the tender will be available at the following address or tenderers can download the tender document from our website www.bharatpetroleum.in :

TERRITORY MANAGER,
CHENNAI LPG BOTTLING PLANT,
Bharat Petroleum Corporation Ltd.,
J1-J6 SIPCOT Industrial Complex,
New Gummidipoondi -601201.
Tiruvallur Dist, Tamilnadu

- 9 Sealed quotations complete in all respects should be submitted on or before **07.02.2014** up to **14.30 hours** only at the address mentioned as under, in tender box kept in the office of BPCL for **TENDER NO. BPCL/LPG/PKD/SR/2013/06/CHENNAI** at the following address:

Regional LPG Manager, South
Bharat Petroleum Corporation Ltd.,
No.1, Ranganathan Gardens, Off 11th Main Road, Anna Nagar
CHENNAI 600 040

10. Credential Bid will be opened on **07.02.2014** at **15.00 hrs**, at the above address, in the presence of participating tenderers.
11. After scrutiny of the Credential Bids, the eligible tenderers will be notified regarding date, time and venue for opening of the Price Bids.
12. Conditional and/or incomplete tenders and/or tenders without firm offers and/ or tenders without EMD are liable to be rejected.

Although the total number of trucks which will be required for transportation of cylinders under this tender cannot be predicted accurately, according to the present assessment, there is a requirement of approximately **46 Nos. of 306 cylinder capacity(out of this 9 Nos for AP) and 17 Nos. of 450 cylinder capacity(out of this 1 No for AP) trucks** (or as may be permitted to meet RLW of the truck) of 14.2 KG filled cylinders (details Schedule of Station/Off take /RTKM for have been indicated in **Proforma-1**).

13. However, if during the period of the contract, according to BPCL's assessment, the requirement of trucks is more than the numbers as indicated in point no. **12**, BPCL reserves its right to hire any truck, over and above the trucks accepted pursuant to this tender at any point of time and in such circumstances, BPCL will be free to hire trucks for such purpose as may be required by BPCL at a rate not exceeding the highest rate payable under this tender. Tenderers can also offer trucks having capacity for transportation of 450 cyls. of 14.2Kg cyls. Subject to evaluation criteria, while awarding contract, preference may be given for offers received for trucks having capacity for transportation of 450 cyls. of 14.2Kg cyls. depending on the operating conditions at the plant and markets. Those tenderers who have offered trucks with capacity for transportation of 306 Nos. of 14.2 Kg cyls. could, if they so desire, replace the same with trucks with capacity for transportation of 450 Nos. of 14.2 Kg cyls. proportionately with prior approval of BPCL and in such cases, the rate applicable for 450 cyls. capacity trucks shall be payable.
14. BPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
15. Please affix your rubber stamp and sign on each page along with all enclosures.
16. Rates to be offered: - Tenderers should offer their most competitive rates based on the prevailing PSU Diesel rate at the location of the plant on 01/12/2013.
- .

17. In case if it is required, BPCL at their sole discretion may conduct negotiation/ reverse auction with the participation of the qualifying tenderers to arrive at a rate acceptable to BPCL. In case of reverse auction system, the reverse auction would be conducted on line and for this purpose, BPCL would arrange necessary training for the Tenderers through its own sources or through its authorized agency/service provider. The procedure that would be followed during the above event would be advised to the Tenderers well before the event. These terms and conditions also would form part of the Tender/Contract. For the purpose of reverse auction it is necessary that all the tenderers have their E-mail address and the same is compulsorily mentioned in the letter from the tenderers.

18. **Integrity Pact:-**

- (a) Performa of Integrity Pact shall be returned by bidder/s along with the bid documents (Credential Bid in case of 2 part bids), duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed along with the bid documents shall result in the bid not being considered for further evaluation.
- (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, price reduction amount by forfeiting the EMD/Performance Guarantee (SD) as per provisions of the Integrity Pact.
- (c) If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall demand and recover from contractor price reduction amount by forfeiting the Performance Guarantee (SD) amount as per provisions of the Integrity Pact.
- (d) Bidders may raise disputes / complaints, if any with the nominated Independent External Monitor.
- (e) The name and address of the nominated Independent External Monitor are as follows:

Shri Brahm Dutt, No. 82, Shakti Bhavan, Race Course Road. Bangalore 560 001
Tel: 080-22256568/09731316063

19. Please quote rates in **Proforma II**

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

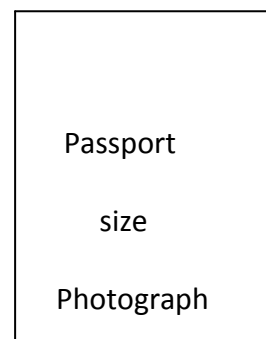
Person/s name:

Address for correspondence:

M/s _____

_____ PIN _____

Contact Tel Nos. _____



CLOSING DATE / TIME : 07/02/2014 14.30 HRS

OPENING DATE / TIME : 07/02/2014 15.00 HRS

PROFORMA- I

TENDER No. BPCL/LPG/PKD/SR/2013/06/CHENNAI					
Schedule of stations/off take (IN Number of 14.2 kg cyls) / RTKMs Ex. Chennai LPG Plant					
Name of the Distributor	CUST CODE	RTKM	Estimated Sales in No. 14.2 kg Cylinders		
			Ist Year	IIInd Year	IIIrd Year
SRI BALAJI BHARATGAS GRAMIN TRAK	174582	16	3688	3872	4066
PRABHU BHARATGAS INC.	167152	50	28097	29502	30977
GANESH GAS AGENCY	110810	88	133815	140506	147531
SHREE BHAVAANI BHARATGAS AGENCY	165618	88	81199	85259	89522
SRI RAAYAN BHARAT GAS AGENCY	168965	90	33314	34979	36728
RAJNI GAS AGENCY	110819	99	263950	277147	291005
SHRI SATHYA SAI GAS SERVICE	110821	99	13808	14498	15223
PARIVAR KALYAN GAS AGENCY	110818	106	21064	22117	23223
SHREE KUMARAN AGENCY	110824	106	150333	157850	165742
AKILAA BHARATGAS GRAMIN VITRAK	170462	108	20503	21528	22605
BANU GAS AGENCY	110806	110	72075	75679	79463
NOBLE GAS AGENCY	173084	110	69244	72706	76342
TDCCWS BHARATGAS AGENCY	144529	121	71164	74722	78458
FUELS INDIA	110809	126	89682	94166	98874
HINDUSTAN GAS AGENCY	110813	130	370514	389039	408491
AADHI BHARATGAS AGENCY	142421	130	187696	197081	206935
SRI SAIBABA GAS AGENCY	110801	134	211087	221641	232723
K.J. GAS AGENCIES	119051	138	105178	110437	115959
PADMAVATHY BHARATGAS AGENCY	122387	140	156480	164304	172519
SRI CHANDRASEKARA BHARATGAS AGENCY	164871	142	19439	20411	21431
RAJALAKSHMI BHARATGAS AGENCIES	180343	150	3000	4500	6000
RSR BHARAT GAS AGENCY	179404	159	10000	15000	20000
SHRIVARI BHARATGAS AGENCIES	161259	160	105607	110888	116432
AMIRTHA BHARATGAS AGENCIES	181131	170	6000	6300	6615
SRI ANNAI BHARATGAS AGENCY	143254	180	178326	187242	196604
SHIRDI SHREE SAI BABA	177521	180	3791	3981	4180
HARI BHARATGAS AGENCY	182153	180	3600	9000	15000
SRI SELLIAMMAN BHARATGAS AGENCY	166027	216	65618	68899	72344
D.M.V. BHARATGAS AGENCY	180529	229	3600	9000	15000
RAJALI GAS SERVICE	110798	242	6426	6747	7085
SRI VENKATESWARA GAS AGENCY	110825	342	93926	98622	103554
THE VELLORE POLICE GAS AGENCY	113276	342	8675	9109	9564
SRI SAI ENTERPRISES BHARATGAS DISTR	166447	360	171535	180112	189117
SURYA GAS AGENCY	110799	500	57324	60190	63199
DAVID RAJA BHARAT GAS AGENCY	182536	500	2400	6000	12000

Signature and Stamp of the Tenderer

Schedule of stations/off take (IN Number of 14.2 kg cyls) / RTKMs AP markets - (Supplies through Tada)					
Name of the Distributor	CUST CODE	RTKM	Estimated Sales in No. 14.2 kg Cylinders		
			Ist Year	IIInd Year	IIIrd Year
SRI VEDANARAYANASWAMY	179412	171	2253	2365	2483
OMSRISAI SATYAM OBULESU BGAS AGENCY	164668	195	36203	38013	39914
MURALIKRISHNA BGAS GRAMIN VITRAK	173464	174	4573	4801	5041
SARWAR POLICE GAS AGENCY	110793	225	4724	4960	5208
GARUDA BHARATGAS GRAMIN VITRAK	173465	228	2669	2802	2942
SRI SRINIVASA PADMAVATHY BHARATGAS	161425	236	1430	1501	1576
VANI BHARATGAS GRAMIN VITRAK	173139	240	5726	6012	6313
RAGHAVA BHARATGAS GRAMIN VITRAK	171989	244	3958	4155	4363
SRI BALAJI BHARATGAS GRAMIN VITRAK	173140	246	10433	10954	11502
P V BHARATGAS GRAMIN VITRAK	173466	252	9820	10311	10826
SUBBA REDDY BHARATGAS GRAMIN VITRAK	173066	252	2998	3148	3305
KARTHIK BHARAT GAS GRAMIN VITRAK	172035	266	21132	22189	23298
AP STATE CIVIL SUPPLIES	110805	271	53016	55667	58450
SRI BALAJI TTD EWMA CO-OP SOCIETY	110802	271	30211	31722	33308
K S VYAS POLICE GAS AGENCY	110816	272	21539	22616	23747
BASHA BHARATGAS GRAMIN VITRAK	173605	302	12983	13632	14313
SRI SIVA SAIJYOTHI BHARATGAS GRAMIN	173065	330	4593	4823	5064
SRI SAI BHARAT GAS GRAMIN VITRAK	172034	348	9733	10220	10731
CHITTOOR POLICE GAS AGENCY	110807	351	12144	12751	13389
SREE VAISHNO BHARATGAS AGENCIES	179405	355	643	675	709
1. Approximate off take shown herein above may decrease / increase and are estimates only.					
2. RTKM above are provisional and subject to change.					
3. Demand and distances are indicative only and markets can be changed without any prior notice by the market conditions.					
4. Names of markets (Distributors / customers in the area) listed above can be changed without any prior notice by the Corporation at its sole discretion.					
5. Total number of trucks required: approximately 37 Nos. of 306 capacity and 16 Nos. of 450 capacity trucks (ex. Chennai) & 9 Nos. of 306 capacity and 1 No. of 450 capacity trucks (through Tada Staging Depot)					



TENDER NO. BPCL/LPG/PKD/ SR/2013/ 06 /CHENNAI

TENDER FOR TRANSPORTATION OF PACKED LPG CYLINDERS
EX- CHENNAI LPG PLANT

PRICE BID

To be submitted at the following address in sealed cover marked
“TENDER FOR TRANSPORTATION OF PACKED LPG CYLINDERS
EX- CHENNAI LPG PLANT

Regional LPG Manager, South
Bharat Petroleum Corporation Ltd.,
No.1, Ranganathan Gardens,
Off 11th Main Road, Anna Nagar
CHENNAI 600 040

Please affix your rubber stamp and sign on each page along with all enclosures.
Please quote rates in **Proforma-II**

PROFORMA – II**BHARAT PETROLEUM CORPORATION LIMITED, SOUTHERN REGION**
LPG PACKED TENDER NO. BPCL/LPG/PKD/ SR/2013/ 06/CHENNAI

(Rates for transportation of Bharatgas Cylinders from CHENNAI LPG PLANT to distributors and vice versa and return of equal numbers of empty cylinders from distributors to the plant)

Tenderers are requested to quote rate for each slab between the range (Minimum & Maximum : both inclusive) given below. Rates should be quoted 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

Schedule: Rates for 14.2 Kg cylinder

Rates Ex CHENNAI LPG Plant		A. 306 cylinder Capacity			
Slab	Unit	Minimum Rate	Maximum Rate	Rates to be quoted by the Tenderers	
				within Minimum & maximum rates (both inclusive)	
				Rates in Fig.	Rates in Words
0 to 50 rtkm	Rs./cyl	8.08	8.93		
51 to 100 rtkm	Rs./cyl	12.49	13.81		
101 to 150 rtkm	Rs/cyl	14.54	16.07		
151 to 300 rtkm	Ps/cyl/rtkm	8.84	9.77		
301 & above	Ps/cyl/rtkm	8.69	9.61		

Rates Ex CHENNAI LPG Plant		B. 450 cylinder Capacity			
0 to 50 rtkm	Rs./cyl	7.13	7.88		
51 to 100 rtkm	Rs./cyl	10.55	11.66		
101 to 150 rtkm	Rs/cyl	12.35	13.65		
151 to 300 rtkm	Ps/cyl/rtkm	7.60	8.40		
301 & above	Ps/cyl/rtkm	7.55	8.35		

Signature and Stamp of the Tenderer

Rates Ex CHENNAI LPG Plant (AP Market through TADA staging Depot)		A. 306 cylinder Capacity			
Slab	Unit	Minimum Rate	Maximum Rate	Rates to be quoted by the Tenderers	
				within Minimum & maximum rates (both inclusive)	
				Rates in Fig.	Rates in Words
51 to 100 rtkm	Rs/cyl	12.49	13.81		
101 to 150 rtkm	Rs/cyl	14.54	16.07		
151 to 300 rtkm	Ps/cyl/rtkm	9.41	10.40		
301 & above	Ps/cyl/rtkm	9.07	10.03		

Rates Ex CHENNAI LPG Plant (AP Market through TADA staging Depot)		B. 450 cylinder Capacity			
51 to 100 rtkm	Rs/cyl	10.55	11.66		
101 to 150 rtkm	Rs/cyl	12.35	13.65		
151 to 300 rtkm	Ps/cyl/rtkm	8.04	8.88		
301 & above	Ps/cyl/rtkm	7.51	8.30		

Note: Minimum & Maximum Rates given above are calculated considering the diesel (HSD) prices applicable at Chennai as on 01/12/2013. Tenderers should quote their rates based on HSD Rates applicable as on 01/12/2013 at Chennai. Any variation thereafter will be considered appropriately for escalation / de-escalation as per tender conditions.

- For transportation of filled cyls. to the destinations, 65% (Sixty five percent) of the above rate will be paid and for transportation of empty cyls, from the destinations to LPG Plants (BPC/OMC/PMC), 35%(thirty five percent) of the above rate will be paid.
- Rates shall include transportation, loading/ unloading and stacking/ de-stacking charges at BPCL Plant and at Distributor's end.
- Regarding Andhra Markets thru' Staging Depot at Tada, the total freight (i.e. from Chennai (Gummidipoondi) Plant to Tada, Tada to the respective distributorship and back to Tada and from Tada to Chennai Plant) will be paid keeping the RTKM from Chennai Plant to respective distributorship. The quoted rates for Andhra Markets will be inclusive of movements in two sectors i.e. from Chennai Plant to Tada & back and Tada to respective distributorship & return as mentioned above.
- If rates quoted by the tenderers are beyond the min / max Rates, those will not considered for Award of Job and tenderer is liable to be disqualified with forfeiture of EMD as per the discretion of BPCL
- The rates payable for 5 Kg, 19 Kg, 35 Kg and 47.5 Kg cylinders shall be 0.35 times, 1.30 times, 2.50 times and 3.30 times respectively of the rate of 14.2 kg cylinders.
- The rates are subject to the minimum charges per truck load for any slab being not less than the maximum amount payable for transportation in the previous slab.
- In case of movement of empty cylinders between plants and to pressure testing agencies and vice versa on TWO Way basis, 50% of the quoted rates will be paid for each side movement.
- For one way loads, 65% of the above rates would be paid.

Signature and Stamp of the Tenderer

Letter from Transporter – to be filled up by Tenderer

DATE

Category (tick one below)

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

From:

M/s.

To

Bharat Petroleum Corporation Ltd.,

Dear Sir,

PACKED LPG TRANSPORTATION TENDER- BPCL/LPG/PKD/ SR/2013/ 06 / CHENNAI

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

E- mail Address (Compulsory) :

Contact Nos. :

Sr. No.	Documents	Attached (Yes / No)
1	Proof of financial Standing, including IBA reference, if any (for new company)	
2	Authenticated copies of Partnership Deed or Certificate of Incorporation.	
3	Proof of SC / ST category for Proprietor or all Partners / Directors or Tenderers as well as truck owner.	
4.	Letter from owner of Attached trucks & affidavit as per format.	
5	Authenticated copies of RC Book, Certificate of Fitness, route permits for trucks and copy of invoice or any supporting confirming compliance	

Signature and Stamp of the Tenderer

	of EURO III Mass Emission Norms for trucks manufactured after 01.04.2005.		
6	Authenticated copies of valid Insurance Policy for each truck offered		
7	Particulars of Tenderer (Annexure IV).		
8	Acceptance of terms and conditions by way of signing each page of the same.		
9	Acceptance of the Draft Agreement by signing each page of the same.		
10	Acceptance of Draft proforma for Bank Guarantee by signing each page of the same.		
11	Price Bid Envelop (Sealed separately)		
12	PAN CARD – copy		
13	EMD Details – drawn on favour of Bharat Petroleum Corporation Limited payable at Chennai .		
DD No.	Bank Name	Date	Amount
			Rs.

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

Signature:_____

Full Name:_____

(Signed as Proprietor/Partner/Director)

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

1. **Invitation of Tender :**

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

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

2. **Submission of Offers :**

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

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

- 3.1 The tenderer should own at least **ONE truck** and all trucks should have capacity of 306 Nos. / 450 Nos. 14.2 kg LPG Cylinders for qualifying in the tender. If the tenderer does not have minimum **required truck (One truck) as stated above** in the owned category then the tender of such tenderer will not be considered. The trucks should also comply with prevailing statutory requirements.

3.2 “Proposed category”:

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

1. **Their offer will be limited to maximum of three trucks.**
2. The truck shall conform to all statutory requirements
3. Within 45 days of issuance of LOI, they will produce the trucks for physical verification. **Minimum One truck should be “owned” by the transporter.**

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

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

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

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

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

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

6. **Ownership of trucks: -**

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

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

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

Although the total number of trucks which will be required for transportation of cylinders under this tender **cannot be predicted accurately**, according to the present assessment, the requirement of trucks has been indicated in General Condition of tender having capacity of transportation 306 cylinders/450 cylinders of 14.2 KG filled cylinders or subject to maximum permissible to meet the RLW restrictions.

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

Tenderers can also offer trucks having capacity for transportation of 450 cyls. of 14.2Kg cyls. Subject to evaluation criteria, while awarding contract, preference may be given for offers received for trucks having capacity for transportation of 450 cyls. depending on the operating conditions at the plant and markets. Those tenderers who have offered trucks with capacity for transportation of 306 Nos. of 14.2 Kg cyls. can, as per the requirement of the Corporation, replace the same with trucks with capacity for transportation of 450 Nos. of 14.2 Kg cyls. proportionately with prior approval of BPCL. In such cases, the rate applicable for 450 cyls. capacity trucks shall be payable.

8. **Specification of the Trucks:**

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

- 8.1 Cylinders to be carried in three tiers stacked vertically. Width of the truck body should accommodate a minimum of 6 cylinders in the vertical position and the length should be sufficient to take at least 18 cylinders in the truck (306 numbers 14.2 kg cylinders)
- 8.2 The trucks must conform to Dangerous Petroleum norms, as mentioned in **Annexure - I** hereto at all times
- 8.3 Trucks must be covered with state permit where BPCL's Bottling Plant exists. Trucks for movements in Tamilnadu & AP Markets should have Tamilnadu & AP state Registration. Trucks should have:
 1. Certificate of fitness
 2. State/s Local Goods Permit
 3. Insurances
 4. Complying with Euro III Mass Emission norms- wherever applicable (Trucks manufactured after 01.04.05).
 5. Valid road permits

- 8.4 The truck should also comply with prevailing statutory requirements in the area of operation regarding age restrictions and other parameters. Those applying under "Proposed Category" shall be governed by the requirement as mentioned earlier.
- 8.5 No truck which has been black listed or suspended by Indian Oil Corporation Limited / Hindustan Petroleum Corporation Limited /IBP Co. Limited / Bharat Petroleum Corporation Limited /or any other oil company can be offered.
- 8.6 No truck will be offered under this tender which is presently in contract with other locations of BPCL or any other PSU Oil company. In case, it is detected at any stage that these trucks are in any of the contracts, BPCL reserves its right to reject/ terminate the tender/ contract.
- 8.7 However, in case any truck(s), which are currently in contract with other locations of BPCL or other PSU Oil companies, are offered by the tenderers in the tender, No objection Certificate from the concerned Region or other PSU Oil companies should be attached with the credential bid. Date of issuance of NOC should be for this particular tender, subsequent to the date of floating of the tender and before the closing date of the tender.
- 8.8 Tenderers are strictly advised to quote only for goods trucks as would appear in original RC books on physical verification.
- 8.9 In case trucks of specific state registration are required during the pendency of the contract, the tenderer at the advice of Contracting Corporation shall arrange to change the Registration number at their own cost as directed by Contracting Corporation within one month of such request. Failure to do so would be treated as breach of contract and action as per the terms and conditions of the contract would be taken.
- 8.10 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 Trucks 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

9. Rates:-

- 9.1 For transportation of filled cylinders to the destinations, 65% (sixty five percent) of the agreed rate will be paid and for transportation of empty cylinders, from the destinations to LPG plants (BPC/OMC/PMC) 35% (thirty five percent) of the agreed rate will be paid.
Rates to be quoted after considering all expenses, including the cost of loading and unloading / stacking and destacking of cylinders, both at BPCL's plant and Distributor's end.
- 9.2 For one way loads either from BPCL's Plant / Depot to Distributors end or from Distributors end to BPCL's Plant, 65% of the RTKM rates shall be payable.
- 9.3 The rate payable for 5 kg. 19 kg, 35 kg and 47.5 kg cylinders and mixed loads of 14.2 kg and 19 kg cylinders would be based on truck load rates of 14.2 kg cylinders and therefore no separate quotations is required for 5 kg. 19 kg, 35 kg and 47.5 kg cylinder loads / mixed loads.

- 9.4 If the supply point/ transport planning point is shifted due to exigencies or realignment of markets or re-organization of markets or new plant location or hospitality location of other oil companies or parallel marketing companies where BPCL has made arrangement for cylinder filling or as required by BPCL, then the trucks accepted in this tender may be shifted to new location at the sole discretion of BPCL and rate prevailing at that location shall be payable.

10. Earnest Money Deposit: -

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

- a) Tenderers offering upto 10 trucks -- Rs.1,00,000/- (Rupees one lakh only);
- b) Tenderers offering 11 to 20 trucks – Rs 2,00,000/- (Rupees two lakh only);
- c) Tenderers offering more than 20 trucks---Rs 3,00,000/-(Rupees three lakh only)
- d) Those tenderers whose proprietor/all partners belong to SC/ST category will have to submit an interest free EMD of
 - 1 Rs. 25,000/- (Rupees twenty five thousand) only in case of offering upto 10 trucks,
 - 2 Rs 50,000/-(Rupees fifty thousand only) in case of tenderers offering 11 to 20 trucks
 - 3 Rs 1,00,000/- (Rupees one lakh only) in case of tenderers offering more than 20 trucks.
- e) Transporters offering trucks under “Proposed Category” (maximum number of trucks offered will be limited to THREE number only) need to submit an EMD of Rs. 1,00,000/- (Rupees One lakh only) for general category and Rs. 25000/- (Rupees Twenty Five Thousand) for SC/ST category.

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

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

12. Interest free EMD would be refunded:

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

13. Security Deposit:-

- 13.1 Successful tenderer, will be required to furnish Security Deposit within 15 days from the acceptance of the rate quoted by them at the rate of Rs. 50,000/- per truck subject to a maximum of Rs. 2,00,000/- per contract.
- 13.2 Security Deposit of at least Rs. 50,000/- will have to be deposited with BPCL by way of a crossed Demand draft/pay order drawn on any scheduled bank in favour of "Bharat Petroleum Corporation Ltd." and payable at Chennai and the remaining amount in the form of an irrevocable Bank Guarantee., valid for 6 months beyond the contract period including the extension option period of 1 year.
- 13.3 The aforesaid security deposit will be adjusted against any claim of BPCL under this contract or otherwise against the tenderer without any further reference to the tenderer.
- 13.4 In case the Truck/s offered by the tenderer during the pendency of the contract are withdrawn and relief trucks are not provided within 15 days of withdrawal, Security deposit @ Rs. 50,000/- per each Truck withdrawn will be liable to be forfeited.

14. Verification of Documents :-

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

15. Discussion with Tenderers :-

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

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

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

- a. **Partnership Deed (in case of partnership firm) / Certificate of incorporation.**
- b. **Registration Certificate/Certificate of Fitness/Route Permits of their trucks (two sets of photocopies)/ copy of invoice or any supporting confirming compliance of EURO III Mass Emission Norms for trucks (wherever applicable) manufactured after 01.04.2005 should be submitted by the Tenderer.**
- c. **Valid Insurance Policy**
- d. **Copy of PAN number.**
- e. **Banker's Certificate for financial standing and Credit worthiness in case of new company.**
- f. **Power of Attorney / Board resolution authorising the concerned persons to represent the firm / company and sign and commit on behalf of the firm / company.**
- g. **SC / ST certificate if applicable (see Annexure IX). SC / ST certificate can be issued by the Authorities as listed in Annexure X.**
- h. **Affidavit from owner of attached trucks on a stamp paper of Rs.100/= (Annexure VIII).**
- i. **Particulars of the tenderer (Annexure IV).**
- j. **Questionnaire (Annexure V).**
- k. **Declaration by the tenderer (Annexure VI).**
- l. **Letter of undertaking (Annexure VII).**
- m. **Indemnity Bond Undertaking (Annexure XI)**
- n. **Undertaking of trucks (Annexure XII)**
- o. **NEFT payment Mandate form**

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

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

18. Verification of Trucks :

Tenderer will produce to BPCL for its verifications along with Documents within 7 days from the opening of the credential bids, all ready trucks (owned, attached) which have been quoted by the tenderers. If the trucks are not produced for verification, company may not consider the price bid submitted by the tenderer. The place of verification shall be intimated at the time of credential bid opening; and the entire cost incurred by the tenderer shall be borne by the tenderers themselves.

19. Government Guidelines :

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

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

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

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

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

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

21. Selection Criteria of trucks while awarding contract:-

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

1. Owned trucks over attached trucks
2. Age of the trucks i.e. latest year model will be given preference
3. Higher capacity Trucks.
4. Ready trucks.

22. Payment of Bills :-

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

23. Unsolicited Correspondence/Queries:-

No unsolicited correspondence / queries will be entertained while award of the business / contract is under review.

Corporation regrets its inability to answer individual queries.

24. Contact Office for Contractor

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

25. Making Good losses to the Corporation :-

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

- 25.1 The confiscation by the Government or local authorities of any quantities of LPG delivered to the contractor(s) for transporting.
- 25.2 Loading/ unloading of cylinders or in transit.

26 Validity of Offer :-

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

27. Escalation/De-escalation Clause

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

28. Toll Tax

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

29. Compliance:

The transporter shall comply with all statutory provisions relating to his trade/business/profession including his own employees or employees engaged by transporter and Corporations shall not be responsible for his omission / commission. Further the transporter undertakes to abide by the provision of the Employees' Provident funds and Miscellaneous provisions Act 1952 in as much as the "Road Motor Transport Establishments" in the list of Non-Factory Industries to which the EPF & MP Act has been made applicable, is a class of establishments notified at item No.(4) of Appendix – 1 of EPF and MP Act, 1952 and as such the transporter shall ensure appropriate coverage of the Truck Crew under the said Act and keep the Corporation indemnified for any non compliance by the transporter.

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

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

31. Details to be furnished by Tenderer:

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

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

Over and above the terms mentioned herein, the terms and conditions mentioned in the draft agreement attached herewith will be deemed to have been included under these

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

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

33. Mode of Submission of Tender:

Envelopes containing the tender in the prescribed form duly filled in all respect, (overwriting to be avoided and corrections, if any, to be signed by the tenderer) duly signed and stamped on every page together with all supporting documents and EMD should be properly sealed and dropped into the TENDER BOX kept for this purpose at the office of :

**Regional LPG Manager, South
Bharat Petroleum Corporation Ltd.,
No.1, Ranganathan Gardens,
Off 11th Main Road, Anna Nagar
CHENNAI 600 040**

34. Opening of Tenders

Credential Bid will be opened on **07/02/2014** at **15.00 hrs**, at the above address, in the presence of participating tenderers.

After scrutiny of the Credential Bids, the eligible tenderers will be notified regarding date, time and venue for opening of the Price Bids

35. Company's Visual Manifestation Standards LOGO and other Safety/Operational requirement

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

**The truck should be fitted with panels on either side. The panel should be (size 15'x3')
Frame 25 mmx25mm 16 swg MS Frame clad with GI Sheet of 18swg.**

The panel should not have undulations and the brackets should not be visible. While fixing the GI sheet on the MS frames it should not be riveted on the front face. Instead the sheet can be folded on all the sides and riveted on the sides of the MS frame, so as to give us clear surface on the front."

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

Spark arrestors should be welded to the exhaust of the trucks.

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

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

37 **Reverse Auction:**

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

38. **Headings :**

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

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

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

The evaluation of the tender will be based on lowest quoted rates resulting into lowest cash out flow to the Corporation on overall basis. Multiple transporters may be considered for award of contract on sector to sector basis at the sole discretion of BPCL.

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

1. Ranking of the tenderer i.e. L-1, L-2, L-3 etc will be decided on the basis of ascending order of financial outgo on overall basis, considering the original rates quoted for all the sectors as mentioned in the Price bids for the markets mentioned in **Proforma I**. In case any tenderer has not quoted rates for one / some sectors of various parts of price bids, then the highest quoted rates of any tenderer for that particular sector shall be taken while calculating the financial outgo to the Corporation for arriving at the ranking of that tenderer.
2. Quoted rates on sector wise basis.

3. Number of trucks offered by the tenderer, for which physical verification of truck(s)/ documents has been carried out and have been technically accepted.
4. Qualifying tenderers who offered truck under “Proposed Category” in credential bid.
5. Any other factor considered relevant by the corporation.
6. Negotiation will be carried out with the L-1 (Lowest Quoted Rate) party on the lowest quoted rates in each sector.. On finalisation of rate with L-1 party, the counter offer of the lowest negotiated rate will be given to next party in order of ranking and subject to their acceptance, contract will be finalized.
In case after giving sufficient opportunities to L1 tenderer/s, the rates offered by them are not reasonable/acceptable to the Corporation, then the Corporation reserves their right to negotiate with other tenderers and finalize the rates accordingly.
7. If the requirement of trucks is met by say L-1, L-2, L-3, L-4, L-5 transporters then negotiations will be carried out with the L-1 party based on the lowest rates received in each sector in the tender. On finalisation of rate with L-1 party, the counter offer of the lowest rate will be given to L-2 to L-5, transporters. In this process, in case any tenderer between L-2 to L-5,... say L-3 & L-4 transporters refuse to accept the lowest rate then corporation reserves the right to give counter offer of the lowest rate to other high ranking parties in sequence e.g. L-6 & L-7,... till the full requirement of trucks is met.. In the process the original L-3 & L-4 ranking parties will not get any contract as they have refused to accept the BPCL counter offer rate. In such case, the award of job will be distributed to all agreeable transporters in sequence of their ranking keeping in view the agreed lowest rates in each sector up to the requirement/ availability of the trucks.
8. If the above process still results in not meeting the Corporations full requirement of trucks, then negotiations / counter offer exercise may be conducted with the balance parties in their original order of ranking till the full requirement of trucks is met.
9. With increase in requirement of trucks due to ever increasing market demand, the corporation at its sole discretion reserves the right to induct trucks from any LPG distributor of BPCL and / or open Market if contracted transporters fail to provide required number of trucks.
10. The contract will be awarded in the proportion of availability of trucks from the transporters after considering the allotment of trucks as per ranking in the sectors

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

NOTE:

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

1. SELECTION OF SC & ST CONTRACTORS:

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

LPG CYLINDERS TRANSPORTATION CONTRACT AGREEMENT

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

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

OR

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

OR

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

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

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

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

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

Signature and Stamp of the Tenderer

1. The Contractor hereby agrees to provide ____ number of trucks, detailed particulars whereof are given in the Annexure hereto annexed and marked **Ex. A & B** and being treated as a part of this Agreement, to the Corporation within 15 days or such extended period as may be permitted by the Corporation at its sole discretion from the date of issuance of the letter accepting the rate offered by the contractor for utilization of the same for transportation of LPG cylinders as also boxes of LPG regulators as and when required by the corporation and the Corporation agrees to take such trucks for utilization of the same on the terms and conditions contained hereinafter.
2. The trucks to be provided by the Contractor should have capacity to transport 306/450 LPG cylinders filled with 14.2 KG LPG and the same can be used for transporting cylinders having LPG of 14.2 Kgs and/or 5 Kgs and/or 19 Kgs and/or 35 Kgs and/or 47.5 Kgs at the sole discretion of the Corporation.
3. Contractors who have offered trucks with capacity for transportation of 306 Nos. of 14.2 Kg cyls. can, as per the requirement of the Corporation, replace the same with trucks with capacity for transportation of 450 Nos. of 14.2 Kg cyls. proportionately with prior approval of BPCL. In such cases, the rate applicable for 450 cyls. capacity trucks shall be payable.
- 4 The Contractor will ensure that :
 - (a) Trucks offered are sound and conform to the Motor Vehicles Act, in excellent and efficient working conditions, having fitness certificate from local Regional Transport Officer valid at all times during the entire contract
 - (b) the trucks provided shall conform to the Rules pertaining to the transportation of the Petroleum products as contained in the Petroleum Act, 1976, Gas Cylinder Rules, 1981, a gist/ important points of which are mentioned in the Annexure hereto annexed and marked **Ex. C** and treated as a part of this Agreement, and/or any applicable Act/Rules or any amendment or re-enactment thereof from time-to-time.
 - (c) Different types of cylinders, i.e., 5 kg, 14.2 kg; 19 kg, 35 kg and 47.5 kg will be stacked in a systematic manner in vertical tires as may be instructed by the Corporation to the Contractor from time to time. The side and end flaps of the truck shall get locked in an upright position without buckling or slanting.
 - (d) the truck engaged for transportation of cylinders is placed before the concerned officer/agent of the Corporation and the same conforms to the regulations relating to the carriage of dangerous petroleum stipulated in the Petroleum Act, 1934 and will produce the certificate, if any, issued by the Corporation as and when demanded by the Corporation for their inspection.
 - (e) Suitable tracking device to monitor the movement of their trucks is provided as and when instructed by the corporation and the same is kept operational at all times.
 - (f) the spark arrestor and fire extinguisher of the trucks are checked on a quarterly basis and to ensure that the same are in perfect working condition

- (g) no change in the ownership of the trucks owned by the transporter, as mentioned in the Annexure marked Ex. A & B hereto and/or the arrangement on which the trucks are hired, take place during the pendency of the contract without obtaining prior written consent from the Corporation
- (h) the LPG cylinders and LPG pressure regulators are delivered at the destination promptly within the prescribed delivery periods as may be intimated by the Corporation from time to time
- (i) the crew comply with all the requirements of the Motor Vehicles Act and the said crew are given proper training on handling all types of emergencies including fire etc., and that they wear Personal Protective Equipments like Hard hats and safety shoes etc. to avoid any accidental injuries to themselves while inside the Refinery / Plant premises and observe all safe practices as per the instructions given by BPCL from time to time.
- (j) all necessary route permits for plying the trucks within the state or inter-state routes, if required, for the transportation of LPG are obtained at their own cost and are available with the trucks at all times.
- (k) payment of all applicable octroi charges, toll/entry charges as may be payable en route shall be paid at the first instance by the transporter and only duly receipted receipts towards the Octroi Charges levied on BPCL product to be submitted to the Corporation for getting reimbursement of the same. All other levies are not reimbursable. This clause may be read along with 6 (iv)
- (l) trucks are not unauthorisedly parked within Bottling Plant premises.
- (m) cylinders received at the bottling plant or the distributor's end are complete with all fittings and without damage
- (n) cylinders to be handed over to the transporter by the distributor as per the Equipment Movement Return Voucher (ERV) and if there is any discrepancy, such discrepancy should be duly recorded in the ERV and the said ERV should be produced at the bottling plant.
- (o) while receiving empty cylinders from the distributor's godown :
 - no spurious or other oil marketing companies cylinders are delivered by the distributor and received by the contractor
 - the list prepared by the distributor for handing over empty cylinders to the Contractor is signed by the distributor and counter signed by the contractor's crew and if any discrepancy is found in the said list, the same should be recorded and both the distributor and crew of the contractor should sign such discrepancy.
 - **SPURIOUS, DEFECTIVE / OTHER MARKETING OIL COMPANY (OMC) CYLINDERS**

It shall be the responsibility of the contractor(s) to ensure that no spurious or OMC cylinders are inducted in our distribution system in the course of transportation of cylinders. Distributors are expected to list down the serial no. of all cylinder while returning them to the plant, which must be checked and countersigned by the contractor's crew. If any spurious or OMC cylinder is detected at the Bottling Plant of which serial is not appearing in the list or if the list has not been signed by the distributor concerned, recoveries will be made from the contractor(s) for the spurious cylinders / OMC cylinders (as per existing rates **@ Rs. 2000/- per 14.2 kg cylinder, @ Rs. 2250/- per 19 kg cylinder (SC Valve) and Rs.4050/- (LOT Valve), @ Rs. 4,500/- for 35 kg cylinder (SC Valves) and Rs. 6300/= (LOT Valve) , @ Rs. 6000/- for 47.5 kg cylinder(SC Valve) and Rs. 7800/= (LOT Valve) & @ Rs.700/- for 5 kg cylinder.**(The above rates are subject to change from time to time as per BPCL guidelines). In all such cases, the decision of the Corporation shall be final and binding on the contractor(s). Hence, such detection or delivery of spurious/OMC cylinders by the contractor(s) will be dealt with severely which may include even termination of the contract and/or appropriate penalties to be levied as well as determined by the Corporation.

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

- (p) no child or bonded labour is engaged for handling the work in connection with this contract or contravene any of the Government Rules and Regulations in this regard.
- (q) no person in the truck smokes and no fire or ignition takes place in the vicinity of the truck.
- (r) no other goods other than those authorized by BPCL are carried in the truck along with the LPG cylinders / regulators.
- (s) the truck does not carry any person other than the authorized crew of the contractor along with the LPG cylinders/ pressure regulators
- (t) The contractor solely at their cost, may be asked by the contracting Corporation to provide tracking device to monitor the movement of their truck(s).

- 5 Apart from providing trucks and transporting LPG cylinders to the destinations from time to time as directed by the Corporation, the contractor will carry out the following::
- (a) Loading of full cylinders from stacks and/or conveyors onto the truck at the Corporation's Bottling Plant or from such place as may be decided by the Corporation at its sole discretion.
 - (b) Unloading of empty cylinders from the trucks onto conveyors and/or stacks at the corporation's Bottling Plants or from such place as may be decided by the Corporation at its sole discretion.
 - (c) Unloading of full cylinders and stacking of cylinders at the distributors end.
 - (d) Removal of empty cylinders from stack at the distributors end and loading onto trucks.
 - (e) Proper stacking of cylinders inside the truck and removal / receipt of cylinders from / on the truck both at the Bottling plant and distributors end.
 - (f) Cylinder handling (loading and unloading) at staging depot shall be done by BPCL

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

6. For rendering the services to the Corporation under this Agreement, the contractor will be entitled to transportation charges as mentioned hereunder :
- (a) For transportation of filled cylinders to the destinations, 65% (Sixty five percent) of the rate shown in the enclosed rate schedule will be paid and for transportation of empty cylinders from the destinations to LPG Plants (BPC/OMC/PMC), 35% (thirty five percent) of the rate shown in the enclosed rate schedule will be paid.
 - (b)
 - (i) The transportation charges so payable to the contractor(s) will be based on the shortest route approved by the Corporation from time to time.
 - (ii) If for any compelling reasons an alternative route is used, payment for the longer route may be considered by the Corporation provided prior approval from the Corporation is obtained for the use of the alternative route and intimation of such approval in writing is recorded within 48 hours from the date of approval.
 - (iii) For one way loads from BPCL's Bottling Plant to Distributors end, 65% of the RTKM rates shall be payable.
 - (iv) The above rates are inclusive of all taxes, including goods tax/ hill tax/ Behti tax bridge tax/ toll tax but exclusive of octroi on Corporation's product

The existing Toll / Entry / Transit / Statutory taxes as on the closing date of the tender will not be reimbursed. Any new **or enhancement** in Toll / Entry /

Transit / Statutory taxes introduced / implemented after closing of the tender will be reimbursed subject to production of original receipt of payment along with transportation bills & gazette notification. The above reimbursement will not be applicable to any enhancement of existing taxes which are required to be borne by the transporter (specially levied on vehicle). Corporation's decision whether any charge is reimbursable or not would be binding on the transporter

- (v) Minimum rate protection shall be made applicable.
- (vi) In case, at a later stage during the currency of the contract, BPCL decides to supply HSD to the successful tenderers through their nominated retail outlet/BPCL LPG Plants, the rate of transportation payable exclusive of the fuel cost, in such event would be determined after deducting the fuel cost determined by BPCL. OR BPCL may also deduct 25 % of the transportation charges payable in their CMS against which fuel will be provided to the transporter from BPCL Retail outlets

The successful tenderer would be required to purchase fuel/lubricants for the trucks 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.

- (vii) If the supply point / transport planning point is shifted due to exigencies or realignment of markets or re-organisation of markets or new plant /location or hospitality location of other oil companies or parallel marketing companies where BPCL has made arrangement for cylinder filling or as required by BPCL, then the trucks accepted by in this tender may be shifted to new location at the sole discretion of BPCL and rate prevailing at that location shall be payable.
- (viii) In case of movement from plant to a location which though is situated in the state where plant is located` but entail movement thru other states, decision to pay rates for such movements with rates as applicable for other states and shorter RTD or with rates as applicable within state and longer RTD will be discretion of the corporation.
- (ix) The Corporation shall deduct applicable Income Tax from transportation bills from time to time as per rules and regulations of CBDT (Central Board of Direct Taxes).
- (x) The Contractor(s) shall submit a letter of undertaking to the Corporation, agreeing to the Corporation's deducting "Income Tax" as applicable from the transportation bills.
- (c) (i) The contractor(s) shall submit bills to the Corporation in accordance with this Agreement and at the approved rates specified herein in such a format and in such a manner and at such intervals as shall be directed by the Corporation from time to time and payment of such bills will be effected by the Corporation within 30 days from the date of submission of the bill

- (ii) any correction in the bill or bill submitted after 6 months from the date of return of the truck to the bottling plant of the Corporation will not be due for payment and the payment of such bill will be forfeited by the Corporation;
 - (iii) Notwithstanding anything contained in paragraph 6(c)(i) above, the Corporation may at its sole discretion, effect payment of the amount due to the Contractor(s) in accordance with this agreement and rates specified in the schedule and furnish necessary details to the contractor(s) along with such payment.
 - (iv) If the contractor finds any discrepancy in the payment, such discrepancy should be brought to the notice of the Corporation within 3 months from the date of such payment failing which the said discrepancy will be ignored and the contractor will not be entitled to any payment therefore.
- (d) A penalty of Rs. 100/- shall be levied for every duplicate document asked for by the Contractor for originals lost by them.
- (e) The rate mentioned in clause 6 above will increase or decrease in the event of any variation in price of High Speed Diesel of the Corporation prevailing as on the date of finalization of the tender in the city of plant.
- (f) The escalation / de-escalation shall be calculated on the presumption that:
- (1) Notional capacity of the truck will be 306 x 14.2 kg cylinder (10 MT) & for 450 x 14.2kg cylinders (16 MT).
 - (2) Average Consumption of HSD will be 4 km / lit for 306 cylinders capacity trucks & 3.5 km/lit for 450 cylinders capacity trucks.
- (g) In case of Escalation/de-escalation due to increase/decrease in the Fuel Cost it should be applied when change in HSD retail selling rate is minimum 25 ps. Per litre at a time. If the fluctuation in the HSD retail selling rate is lower than 25 ps Per litre, escalation / de-escalation should be applied when cumulative total of such fluctuations becomes 25 ps Per litre in terms of either increase or decrease.
- (h) Method of calculating increase / decrease in Transport rate :
- i. Fuel Cost variation per cylinder :
$$\frac{\text{Increase / Decrease in HSD retail selling rate} \times \text{ARTD}^*}{306 \text{ cylinders} \times 4 \text{ kms. (as the case may be)}}$$

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

7. (a) The Contractors shall make available all the trucks at Bottling Plant on a sustained basis.
- (b) If the supply point/ transport planning point is shifted due to exigencies or realignment of markets or re-organization of markets or new plant location or hospitality location of other oil companies or parallel marketing companies where BPCL has made arrangement for cylinder filling or as required by BPCL, then the trucks accepted by in this tender may be shifted to new location at the sole discretion of BPCL and rate prevailing at that location shall be payable.
- (c) Should on any occasion there be any difficulty in providing any of the contracted trucks on any particular day, the Contractor shall advise the Corporation's Bottling Plant In-charge or the Corporation's Regional LPG office at Chennai, as the case may be, in writing indicating the reasons for not providing the truck on that particular day.
- (d) Under no circumstances the Contractor shall keep any of the contracted truck out of operation for a continuous period of more than 15 days in a month unless otherwise permitted in writing by the Corporation. Should the Corporation require a replacement for this period, the Contractor should arrange the same immediately.

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

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

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

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

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

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

per the law in force or the contract between the Contractor and his employees.

- (ii) Cost of fuels and lubricating oil required for the operation of the trucks.
- (iii) Maintenance and repair cost of the trucks.
- (iv) Licences, permits, road tolls & taxes, etc.

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

12. (a) The Contractor(s) shall be solely responsible for the safe custody of the cylinders and products once these are handed over to them.
- (b) The charges as fixed by the Corporation from time to time for fittings, parts and accessories, cylinders and/ or pressure regulators found missing/damaged at the time of delivery of cylinders both at the Bottling Plant and distributors end will be recovered from any amount payable to the contractor under this contract or otherwise.
- (c) The contractor(s) shall be liable to pay without demur the amount mentioned hereunder or such other amount as may be intimated to the Contractor by the Corporation for the loss or damage caused to the said cylinders, as per the existing rates :

Sr. No	ITEM DESCRIPTION	QUANTUM OF DAMAGE (Rs.)
1	Empty LPG cylinder 33.3 lts. W.C. (14.2 kg LPG) with valve (self closing) and security cap.	2000.00
2	Empty LPG cylinder 44.5 lts. W.C. (19 kg LPG) with valve (self closing) and security cap.	2250.00
3	Empty LPG cylinder 110.5 lts. W.C. (47.5 kg LPG) with valve (self closing) and security cap.	6000.00
4	Empty LPG cylinder 35 Kg capacity	4500.00
5	Empty LPG cylinder 5 kg capacity	700.00
6	Empty LPG cylinder 19 KG capacity with LOT valve	4050.00
7	Empty LPG cylinder 35 KG capacity with LOT valve	6300.00
8	Empty LPG cylinder 47.5KG capacity with LOT valve	7800.00
9	LPG cylinder valve	265.00
10	Security cap with wire spring and nylon cord for new self closing valves (material delrin or equivalent)	2.00
11	Click on type pressure regulator (for self closing valves)	250.00
12	LPG product	Ruling rates applicable for Non-essential customers.

The above rates are subject to change from time to time as per BPCL guidelines.

- (d) The aforesaid amount or such other amount as may be intimated by the Corporation in replacement or substitution of the amount stated above will be recoverable as liquidated damage for the loss or damage to the cylinders and/or other equipment

and the contractor(s) shall pay the same within 30 days from the demand made by the Corporation. On the failure on the part of the contractor to do so, Corporation will be at liberty to deduct such amount from any amount payable by the Corporation to the Contractor either under this Agreement or otherwise.

(e) In the event of loss of filled and/or empty LPG cylinders due to fire during or because of accident, theft etc., the recovery for the loss will be made at the actual cost to the Contracting Corporation for the product and cylinder at the loading source on the date of dispatch, provided FIR has been lodged for the accident or for the theft, and due report has been submitted to CCE, and the proof of acquittal of case from Police and decision on settlement by the concerned Insurance company have been submitted to the satisfaction of the Corporation. OTHERWISE the Corporation shall recover the cost of the loss of product at the prevailing rate of the Corporation applicable for ex MI bulk sales for non-domestic use at the concerned loading source on the date of dispatch of the product and in case of loss of cylinders the recovery shall be at the penal rate as mentioned in the table in clause 12 (b) above.

13. For any shortages of cylinders and/or LPG contained therein, it will be necessary for the contractor(s) to get an endorsement from the distributor failing which the Contractor will be liable to pay the aforesaid amount for the loss to the cylinders and/or regulators and the price of LPG contained therein.

14. If at the time of delivery of the filled cylinders at the distributor's end, the distributor refuses and/or rejects to accept any filled cylinder on the ground of underweight or water filled cylinder or for any other reason whatsoever, the Contractor will, while returning those cylinders at the Corporation's LPG Bottling Plant be liable to pay the cost of LPG found short in the cylinders so delivered at the Bottling Plant at the commercial rate as applicable on the date of return of those cylinders.

15. The schedule of despatches shall be decided at the Corporation's Refinery/Bottling Plant and the Corporation does not give any guarantee for utilisation of any trucks either for :

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

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

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

16. (a) The contractor(s) shall undertake the movement of the product entrusted to him/her by the Corporation without transshipping.

- (b) If transshipment is inevitable, the Contractor(s) shall take permission from the Corporation in writing beforehand and ensure that adequate care and precaution is taken to ensure safe handling of the product into approved truck.
 - (c) No additional charges will be paid by the Corporation for this transshipment.
 - (d) BPCL will unless inconvenient to them, in their own judgment, use the trucks offered at lower rate for longer routes/Sector.
- 17 (a) Prior to the execution of this Agreement, the Contractor will furnish a security deposit of Rs.50,000/- per truck subject to a maximum of Rs 2,00,000/- of which an amount of Rs. 50,000/= will be by way of a crossed demand draft/pay order drawn on any scheduled bank in favor of "Bharat Petroleum Corporation Limited" payable at Chennai and the remaining amount in the form of an irrevocable Bank Guarantee in the form acceptable by the Corporation at its sole discretion, valid for 6 months beyond the period of this contract.
- (b) The aforesaid security deposit will be adjusted against any claim of the Corporation under this contract or otherwise against the Contractor without any further reference to the Contractor
 - (c) In case the Truck/s offered by the Contractor under this Contract are withdrawn during the pendency of this contract and relief trucks are not provided within 15 days of withdrawal, Security deposit @ Rs. 50,000/- per each truck withdrawn will be forfeited.
 - (d) As and when forfeiture of the Security Deposit in full or in parts as mentioned above takes place for whatsoever reasons, an equal amount would be replaced by the Contractor in order to maintain the total amount covered under Security Deposit as Rs 2,00,000/- or as the case may be. Till the replacement is made as above, Corporation would not be utilising the trucks of the Contractor.
18. The contractors shall not assign his/their right under this contract or any work entrusted to him/them to any person whatsoever or reconstitute the firm except with the prior written consent of the Corporation.
19. If at any time during the currency of this agreement the Contractor(s) fails to provide trucks and/or transport the product as provided herein and/or fails to perform the various other obligations specified in this agreement, the Corporation shall at its sole discretion and without prejudice to any other rights and remedies engage the services of other Agencies to perform the obligations of the Contractor and transport the products and in such an event the Contractor(s) undertakes to reimburse the Corporation all the additional expenses incurred by the Corporation in this connection.
20. Nothing herein contained shall prevent the Corporation from engaging any other Contractor (s) to carry out the transportation work similar to the work entrusted to the contractor(s).

21. The Corporation reserves the right to appoint two or more Contractors as it deems necessary towards achievement of efficient, timely completion of the job and the Contractor shall have no right to raise any objection to such action of the Corporation.
22. The Corporation shall not be liable to pay any amount towards detention of the trucks either at the Corporation's Bottling Plant or at the Distributor's end.
23. If for any genuine reasons, such as diversion of the road, temporary closure of the road, the trucks cannot ply through the route based on which RTKM was fixed and mentioned in Proforma-I to this Agreement, the RTKM mentioned in the said Proforma will be modified and revised for such period and the contractor is bound to follow alternative route based on the distances as may be certified by Collector of a particular district or any official of the Ministry of Surface Transport or by such other authority as may be recognized by the Corporation at their sole discretion.
24. The Contractor(s) shall have a contact office at _____ where the trucks will have to be positioned and get the photographs, names and addresses, designations and signatures of their authorised agents / representatives duly registered in advance with the Corporation.
25.
 - (a) The contractor shall, for the purpose of carrying out the activities mentioned in this Agreement, employ or engage their own personnel having valid heavy vehicle driving licence and will comply with all other provisions of law as applicable in respect of such driver/crew member or employee
 - (b) None of such employees of the contractor shall claim any wage, compensation or any other sum from the Corporation in any circumstances whatsoever.
 - (c) The Contractor(s) shall observe and comply with the requirements of the Minimum Wages Act, the ESI Act, PF and all other Industrial / Labour legislation's for the time being in force or may later be brought into force governing the relationship between the employer and the employees and also undertake to hold the Corporation indemnified against all claims payments, losses that the Corporation may have to make or suffer on account thereof.
 - (d) The contractor(s) will accept liability of payment of compensation in accordance with the provisions of the Workmen's Compensation Act, 1923, read with the ESI Act 1948 or amendments thereafter for personal injury caused to any workmen by accident arising out of and in the course of his employment by the contractor(s) in the discharge of the contractor(s) obligations under the Agreement. The contractor(s) will indemnify the Corporation and keep indemnified from and against all payments by way of compensation or otherwise which the Corporation in connection with, any claim preferred by such workmen and/or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third party, person caused by the Contractor(s) their workmen, servants and agents.
 - (e) If for any reason whatsoever, the corporation is made to pay any amount to such employees of the contractor, the Contractor agrees to indemnify the Corporation

from any such claim, including the expenses which the Corporation may incur in defending such claim.

26. The contractor(s) and his/her/their men shall abide by the Rules and Regulations when they are within the Corporation's premises and will abide by all applicable rules and regulations for the entire period of the transportation of the Corporation's product to and from the LPG Bottling Plant and the Distributor's end.
27. The Contractor(s) will indemnify the Corporation against the consequences arising out of his/her/their workmen's / servant's / agent's default or negligence or violation or non-adherence to Municipal / State/Central Acts relating to the carriage of goods. Should the Corporation be held liable for any loss, damage or compensation to any party arising from or in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Contractor(s) to the Corporation together with the cost incurred on any legal proceedings pertaining thereto. The contractor(s) shall whenever required by the Corporation or Governments official authorised under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.
28. (a) The Contractor shall remain at all times liable to the Corporation for any loss or damage caused to any building, plant machinery or the property of the Corporation due to careless, negligent, inexperienced act or default of the Contractor, his/their agents, representative or employees. The Corporation shall be entitled to deduct from the amounts payable to the Contractor under this Agreement or otherwise the loss or damages so suffered.
- (b) The Contractor will be liable for any loss and/or injury to Corporation's employee due to careless, negligent, wrongful act or default of the Contractor, his/their representatives or employees in carrying out the job under this contract.
- (c) The Contractor will make good to the Corporation any loss what so ever suffered by the Corporation, including but not limiting to the loss arising from:
- (i) the confiscation by the Government or local authorities of any quantities of the said products delivered to the contractor(s) for transporting and
- (ii) loading/unloading or in transit for reasons other than the acts of God riots or civil commotion
The liability proving that any loss or damage caused by any accident of fire resulting from the acts of God is solely upon the contractor.
- (d) Under no circumstances the Corporation shall be liable to compensate the Contractor for any loss or damage caused to the contracted trucks unless such loss or damage has been caused for any willful or intentional act committed by the Corporation.
29. If before the tender/offer is accepted or during the validity of the tender/contract, it comes to the knowledge of the Corporation that the information/documents submitted by the Tenderer/Contractor at the time of Tender submission/contract/during the pendency

of the contract, is wrong/false/fake/forged/any material facts have been concealed, the Corporation reserve the right to not only reject such offer received and/or terminate the Contract but would also be free to take any action which may include blacklisting.

- 30 This contract shall be for a period of **2 years** with effect from **01.01.2014 to 31.12.2015** with **option of extending the same for an aggregate period not exceeding one year at the sole discretion of the Corporation, on the same terms and conditions as contained in this Agreement.**
- 31 The Corporation reserves the right to terminate the contract at any time before the expiry of the period of contract by giving the Contractor 30 days advance notice in writing without assigning any reason whatsoever.
- 32 The Corporation in its absolute discretion and without prejudice to its other rights and remedies, may terminate this contract forthwith, if:
- (a) the Contractor commits a breach of any of the terms and conditions of this agreement; or
 - (b) the contractor being a proprietor, dies; or
 - (c) the contractor being a partnership firm, one of the partners dies; or the Contractor being a firm, any member of the Contractor firm is adjudged insolvent or enters into any arrangement or compromise with the creditors or execution or other process is levied or
 - (d) the road permit issued by the Transport authorities to the Contractor is cancelled or revoked.
33. (a) Any dispute or difference of any nature whatsoever any claim, cross claim, counter-claim or set off of the Corporation against the Transporter or regarding any right, liability, act , omission or account of any of the parties hereto arising out of or in relation to this Agreement shall be referred to the sole Arbitration of the Director(Marketing) of the Corporation or of some officer of the Corporation who may be nominated by the Director (Marketing).The Transporter will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the Corporation or that he has dealt with the matters to which the contract relates or that in the course of his duties as an officer of the Corporation he had expressed views on and or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director(Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director(Marketing) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an officer of the Corporation if the director (Marketing) does not designate another person to act as arbitrator on such transfer vacation of office or inability of original arbitrator . Such persons shall be entitled to

proceed with the reference from the point at which it was left by his predecessor . It is also a term of this contract that no person other than the director (Marketing) or a person nominated by such Director (marketing) of the Corporation as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause .

- (d) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute, before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as Evidence concerning the matter in difference i.e. dispute before him.
- (e) The parties against whom the arbitration proceedings have been initiated, that is to say, the respondents in the proceeding, shall be entitled to prefer a cross-claim, counter-claim or set off before the arbitrator in respect of any matter in issue arising out of or in relation to the agreement without seeking a formal reference of arbitration to the Director (Marketing) for such counterclaim, cross-claim , or set off and the arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Director(Marketing).
- (f) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
- (g) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- (h) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
- (i) The parties hereby agree that the courts in the city of Chennai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the sole arbitrator hereunder shall be filed (if so required) in the concerned courts in the city of Chennai only.

34. JURISDICTION

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

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

Signed and delivered by the
Within named Contractor(s)

In the presence of

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

In the presence of

DANGEROUS PETROLEUM REGULATION OF TRUCKS

1. The trucks to be engaged for transportation of cylinders should strictly conform to the regulations stipulated in the Petroleum Act, 1976, any amendment or re-enactment thereof from time-to-time under rules and order(s) framed there under.
2. The trucks engaged for transportation of LPG cylinders should also conform to the following requirements :
 - a. There shall be no sharp projection inside the truck on the platform and sides of the lorry.
 - b. The exhaust from the engine should be with under the drivers cabin and exhaust pipe should be fitted with an ISI approved spark arrestor.
 - c. The Cab of the truck shall be of all metal construction and its rear window, if provided, shall be fully covered with wired glass. The cab and the engine shall be separated from the load by a fire resisting shield whose dimension shall fully cover the cab end of the load.
 - d. The truck should be fitted with a double pole wiring system with the "Master Switch" in driver's cabin.
 - e. The fuel tank of every truck if installed behind the cab of the truck/fire screen, shall be
 - i) so designed, constructed & installed as to present no unusual hazard, shall be arranged so as to permit drainage without removal from their mountings and ;
 - ii) protected against blows by stout steel guards.
 - f. The trucks should be fitted with the fixed body of adequate height so that the cylinders are not stacked beyond the side support of the body.
 - g. The trucks must carry two number 9 kg DCP type and one number 1 kg DCP type fire extinguisher.
 - h. The voltage of the electric circuit should not exceed 24 volts.
 - i. Electrical wiring shall :
 - A) be heavily insulated and be adequate for maximum load to be carried.
 - B) be provided with suitable over current protection in the form of fuses or automatic circuit breakers and also with master switch to cut off the current supply in an emergency.

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

FORM OF STANDING BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

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

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

OR

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

OR

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

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

of the FIRST PART, AND

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED SEALED AND DELIVERED

By _____

The Guarantor herein

At _____

GAS CYLINDER RULES 1981

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

- a. Cylinders filled with any compressed gas shall not be transported by a bicycle or any other two/wheeled mechanically propelled trucks.
- b. Cylinders shall be so transported as not to project in the horizontal plain beyond the sides or ends of the truck by which they are transported.
- c. There shall be no sharp projections on the inside of the truck.
- d. Cylinders shall be adequately secure to prevent their falling off the truck and being subject to rough handling, excessive shocks or local stresses.
- e. Every cylinder containing compressed gas shall have its valve securely closed so as to prevent leakage. Valves fitted to the cylinders containing LPG shall be provided with security nut on the outlet to act as a secondary means of safeguard against leakage of gas.
- f. The LPG cylinders shall always be transported and kept in the upright position and shall be so placed that these cannot be knocked over.
- g. During unloading care should be taken so that no damage is caused to the cylinders, and cylinders are not thrown from the truck during unloading.
- h. Two suitable fire extinguishers of 9 kg DCP type in sound conditions and in proper working order, should be carried in the truck in an easily accessible position.
- i. Exhaust of the truck must be fitted properly with spark arrestor of a design approved by Chief Controller of Explosives.
- j. No other materials / goods are to be carried in the truck while it is loaded with LPG cylinders.
- k. Smoking is strictly prohibited in the truck and no fire or any source of ignition is to be permitted on and in the vicinity of the truck.
- l. Besides crew, i.e. the driver and a helper no other person is to be allowed to travel in the trucks carrying LPG cylinders.
- m. Trucks crew should be adequately trained with operation of the extinguisher available on it.
- n. Any cylinder containing flammable gas which develops a leak during transport shall promptly be removed to an isolated place away from the source of ignition and the person responsible for transportation shall immediately contact the filler or consignor as the case may be for necessary advice.

LIST OF RELATIVES

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

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

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

PARTICULARS OF TENDERER

Dear Sirs,

We are,

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

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

(STRIKE OUT THOSE NOT APPLICABLE)

All the details furnished above are true to our knowledge.

Signature :

Date :

Rubber stamp :

QUESTIONNAIRE

1. Constitution of Firm :
 2. Nature of the firm (state whether Limited Co. Partnership, Co-operative Society or Sole Proprietor (if Partnership, attach xerox copy of Partnership Deed) :
 3. Whether belonging to SC/ST. :
If yes, provide necessary Documentary evidence.
(*Please also see the note hereunder)
- (* Please note that in case of Partnership firm and Co-operative Society, all the Partners/members should belong to same category, otherwise firm would be taken in "General Category".
4. **E- mail Address (compulsory) :**
 5. Year of Establishment :
 6. Registration No. of Company/Firm if any :
 7. Postal Address of Office of the firm/company :
 8. Telegraphic Address, if any :
 9. Telephone No. (s), if any :
 10. Address of Branches, if any :
 - 11 (a) Name of Directors, in case of company :
along with residential address and phone nos.
 - (b) Name of partners, in case of Partnership :
along with residential address and telephone no. of each partners
 - (c) Name of Proprietor :
with residential address and telephone No.
(Please indicate Address of each Director/Partner/Proprietor as the case may be with telephone No., if any.

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

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

Signed by : _____

Name & Address : _____

DECLARATION BY THE TENDERER

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

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

It is also confirmed that none of the Partners/Directors/Proprietors of this firm has been charge sheeted/convicted in criminal cases nor blacklisted and action have been taken for malpractices while undertaking transportation job, by the PSU Oil companies.

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

SIGNATURE OF THE TENDERER

Full Name : _____

Address : _____

Tel. No. : _____

LETTER OF UNDERTAKING

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

SIGNATURE OF THE TENDERER & RUBBER STAMP

Full Name : _____

Address : _____

Tel. No. : _____

(On Rs.100/= Stamp paper)

ANNEXURE - VIII

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

To,
Bharat Petroleum Corporation Limited

Dear Sir,

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

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

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

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

Yours faithfully,

Signature and Stamp of the Tenderer

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

FORM OF CASTE CERTIFICATE

This is to certify that Shri / Shrimati / Kumari _____

Son / daughter of _____ of district / division

Of the State / Union Territory _____ belongs to the

_____ Caste / Tribe which is recognized as Schedule Caste / Schedule Tribe under :

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

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

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

Father / mother of Shri / Kumar* _____ of _____ of the State / Union Territory* _____ who belongs to the _____

Caste / Tribe* which is recognized as a Scheduled Caste / Scheduled Tribe. In the State / Union Territory* _____ issued

By the _____ (Name of prescribed authority) vide their
No. _____ dated _____.

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

Signature : _____

** Designation : _____
(with official seal)

Place : _____ State / Union Territory : _____

Date : _____

* Please delete the words which are not applicable.

@ Please quote specific presidential order.

% Please delete Paragraph which is not applicable.

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

LIST OF AUTHORITIES EMPOWERED TO ISSUE CERTIFICATES OF VERIFICATION

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

Note :

1. **Caste Certificate has to be submitted a fresh even if the contractor is already a contractor with BPCL and had submitted the Caste certificate with the Earlier tenders.**
2. **BPCL Distributor who were awarded the Distributorships under SC/ST Category also have to submit the Caste Certificate afresh, otherwise they will be treated as general category.**
3. **General Category tenderers should cross out the Annexure X and XI by drawing a line across.**

INDEMNITY BOND/UNDERTAKING

From

M/s.....

To

M/s. BPCL,

Sub: Work Order No.....dated

Agreement No. dated

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

This -----day of 2009 by M/s.-----

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

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

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

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

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

1. The contractors hereby agree, confirm and declare that they have fully complied / with comply with the provisions of various labour laws. Particularly those referred to herein above and that no violation of the provision of various amenities and facilities to the workers to under different laws has been done by them and in the event of any past or future violation of the various labour laws the contractors shall indemnify and keep the Corporation duly indemnified against all losses, damages, costs, charges, expenses, penalties, suits or proceedings which the Corporation may incur, suffer or be put to.

2. The Contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in the Corporation and in other organization throughout the country to the location in charge of the Corporation where the work is undertaken by the contractors.

3. The Contractors hereby confirm and state they are duly registered under the Contract Labour (Regulation and Abolition) Act 1970, as amended from time to time and they undertake to furnish the certified copy of the requisite obtained by the contractors from the competent authority to the Corporation's representative.

4. The Contractors hereby undertake to keep proper record of attendance of his labourers and will give opportunity to the officers of the Corporation to supervise the same and confirm upon the Corporation's representative the right to counter-sign the said register. The Contractor shall provide a copy of the pay sheets to the Location in charge of the Corporation nominated by the corporation nominated by the corporation for supervision of the payment of wages made to the labourers by the contractors and also confirm the right on the Corporation's representative to supervise the payment of wages to the labourers on the spot.

5. The contractors state that they are fully aware of the provisions of the Provident Fund Act, particularly with regard to the enrolment of the labourers as a member of Provident Fund. The contractors further confirm that they are aware of the provisions that they are obliged to recover provident fund contribution from the eligible labourers engaged by them and, after adding their own contribution, remit the same to RPFC. The contractors state and confirm that they are fully aware of the obligation to remit the said amounts on account of Provident Fund to the RPFC within the prescribed period and they obtained a separate code number from the RPFC which is bearing S.No. dated from RPFC -----

6. Contractors will afford all opportunities to the officers of the corporation to verify that the Provident fund is actually deducted by the Contractors from the wages of the labourers and the same together with the Contractors contribution has been duly remitted by the contractors to the concerned PF Commissioner. The contractors also undertake to provide photocopy of the receipt issued by the concerned PF commissioner for having received the PF contribution from the contractors.

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

Yours faithfully,

Date:

Witness: (a) Full Address

(b) Full Address

ANNEXURE XII

UNDERTAKING- ON A NON JUDICIAL STAMP PAPER OF Rs. 100/-

We declare as under:

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

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

1. Transporters (not representatives) shall visit the loading location at least once in a month.
2. Transporters or their authorized representatives shall attend all meetings called by Company/ Statutory Authorities. In case of exigencies like work stoppage etc. transporters themselves shall immediately come to the location and resolve all such issues.
3. Transporters shall themselves co-ordinate all activities like loading/ unloading, issues with statutory authorities like Labour department etc. filing returns to statutory authorities, ensuring credit of PF to individual account of labourers etc. transporter/his authorized representative shall visit the loading location at least once in a week or more as per requirement.
4. If there is any lapse on part of the transporter on any of the above, the company reserves the right to delay the payment of such transporters of the preceding month by one extra month. In case of repeated defaults, the company reserves the right to terminate the contract of such transporters & forfeit their security deposits.
5. Company reserves the right to increase the fleet strength if the demand is not met by the existing fleet on any single day.
6. Transporters shall place trucks and arrange for loading / unloading on any day including holidays and extended hours as per demand of the Corporation. Overtime charges and other statutory requirements etc on account of this shall be borne by the transporters.
7. Each truck shall have a cleaner while the truck running inside and outside the loading location.

ANNEXURE XIV

National Electronic Fund Transfer (NEFT) Mandate Form
(Mandate for receiving payments through NEFT from Bharat Petroleum Corporation Ltd)

1	Vendor Name	
2	Vendor Code	
3	Permanent Account Number (PAN)	
4	Particulars of Bank Account	
	A. Name of the Bank	
	B. Name of the Branch	
	C. Branch Code	
	D. Address	
	E. City Name	
	F. Telephone No	
	G. NEFT IFSC Code	
	H. 9 digit MICR code appearing on the cheque book	
	I. Type of Account (10/11/13)	
	J. Account No.	
5	Vendor's e-mail id	
6	Date of effect	

(Please enclose a photocopy of the cancelled cheque to enable us to verify the details mentioned above)

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

Signature of the Vendor

Bank Certificate

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

Date:

Place:

Authorised Official of Bank

Signature and Stamp of the Tenderer

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

INTEGRITY PACT

Between

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

And

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

Preamble

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

Section 1 - Commitments of the Principal

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

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself / herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder / Contractor/Supplier

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous Transgression

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

(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.

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

Place Witness 1 :
(Signature/Name/Address)

Date Witness 2 :

(Signature/Name/Address

VISUAL MANIFESTATION STANDARDS - LOGO



46

VM FOR CYLINDER TRUCK





The Bharatgas Logo will on the side panel size : 15H x 3F



The Bharatgas Logo will on the side panel size : 15H x 3F



The Bharatgas Logo will on the side panel size : 10F x 0F



The Bharatgas Logo will on the side panel size : 10F x 0F

Emergency panel design (HAZCHEM) on page no.48

DISTRIBUTORS' / PCVC VEHICLES :

Technical Specification :
The Bharatgas Logo will appear on the front panel above the drivers' seat and on the panels on either side.

Note :
(D1) Manually hand painted directly on the surface using colour code.
(U2) 26-Gauge GI sheet with back side 1'x1" square pipe framing And on site Computerized printing vinyl sticker using colour code.
Use Left side English and Right side Hindi Bharatgas Brand logo.

Note : All design specs/size / dimensions are indicative to the above Cylinder Truck, however, the same may be adapted to suit different sizes of the Cylinder truck.
The design of vehicles shown above is only representative and all statutory guidelines / equipment should conform to relevant Safety Acts (Explosive Act, etc.)

Processing Computerised Colour Code				
	CYAN	MAGENTA	YELLOW	WHITE
BPCL GOLDEN YELLOW	0	10%	90%	0
BPCL BLUE	120%	40%	0	0
BPCL RED	0	100%	100%	0
BPCL GRAY	0	0	0	60%

Surface Asian Paints Colour Code		
BPCL Blue		(Product code: 2019 / shade code: 330)
BPCL Yellow		(Product code: 0810 / shade code: 110)
BPCL Signal Red		(Product code: 0615 / shade code: 30)