

AGREEMENT FOR HIRING OF BOWSER FOR MOVEMENT OF HSD TRANSPORTATION & OPERATION CONTRACT

THIS AGREEMENT made _____ day of _____ 2019 between Bharat Petroleum Corporation Limited, a Company registered under Indian Companies Act, 1913/ Companies Act, 1956 having registered office at 4 & 6, Currimbhoy Road, Ballard Estate, New Delhi 400 001 hereinafter called `THE COMPANY' (which expression unless repugnant to the context shall include its successors and assigns) of the ONE PART

And

M/S _____ a Proprietorship / Partnership Firm / Private Limited / Limited Company having registered office / place of business at _____ hereinafter called "THE CARRIER" or Carrier (which expression shall be deemed to include legal heirs and executors of the present constituents in case of firm or official liquidator in case of Company) of the OTHER PART.

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

WHEREAS the Carrier is engaged in the business of operating Bowser and are interested in above transportation job of the Company.

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

1. BOWSER OFFERED IN CONTRACT

(a) The Carrier shall provide the Company with _____ no. of Bowser for transporting & Operation of HSD as per LOI / Work Order issued by the Company. The Carrier affirms that they are the owner and / or sufficiently entitled to operate these Bowser throughout the Agreement period and these Bowser are not under Agreement with any other party and as such, these Bowser shall remain under exclusive use with the Company throughout the Contract period.

(b) Each of the Bowser shall be attached to Company's Bijwasan Installation as per LOI / Work Order issued by the Company. The Bowser shall be required to carry HSD from these locations

to its upcountry storage locations / customer destinations as instructed by the Company from time to time.

(c) The carrier defaulting for three consecutive occasions in placement of Bowser / refusal to take load to the assigned destination shall attract suspension for a period of three months on Industry basis and the Security Deposit shall be forfeited. Further, no payment (Fixed or variable charges) will be made for the month of operation.

(d) Any contracted Bowser, if found to be taking loads from any other Oil Company without BPCL's written consent even on ex MI basis during the pendency of the contract, shall be blacklisted and warning letters will be issued by the Corporation for the failure.

2. AGE, CONDITION OF T/Ls, T/L FITTINGS

(a) The carrier shall ensure that the age of the Bowser offered should not exceed 5 (five) years during the contractual period. The Company shall have the right to remove Bowser attaining the age 5 (five) years during the contractual period and the Carrier shall ensure replacement of such Bowser with replacement Bowser of age less than 5 years within 15 days.

(b) The Carrier shall ensure that Bowser in the contract are always maintained in sound mechanical conditions and shall have all fittings as per the standards laid down by the Company from time to time.

(c) The Carrier shall be responsible for ensuring that all fittings in the Bowser shall be ISI marked. Also, each Bowser shall carry one portable ISI marked 10 KGs DCP fire extinguisher in an easily accessible position away from the Bowser unloading facilities and one portable 1 KG CO₂ / DCP / Approved equivalent fire extinguisher in driver's cabin. The Company shall have the right to ask for additional fittings / equipment's in the Bowser as per requirement.

(d) The Carrier shall install the "position tracking system" (for e.g. Global Tracking System Vehicle Tracking System, etc.) decided by the Company to track the movement of the Bowser in all Bowser offered in the contract unconditionally and the cost of such equipment shall be borne by Carrier. The Carrier shall be responsible for safety and maintenance of this equipment and shall ensure that the same is always in working condition.

(e) The Carrier shall provide sealing/Locking arrangement as specified by the Corporation in all Bowser offered in the contract.

3. STATUTORY PROVISIONS, SAFETY, COMPANY RULES

(a) The carrier shall conform to the statutory regulations like "Indian Petroleum Act", "Petroleum Rules", "Motor Vehicle Act" & PUC norms etc. as applicable from time to time. In the event of the

contracted Bowser is found not meeting these provisions, the company shall be free to initiate appropriate action as deemed fit.

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

(c) The Carrier shall ensure valid comprehensive insurance cover for the Bowser & its crew at all time during the tenure of the contract.

(d) The carrier shall ensure that following mandatory requirements of the Company are met at all times during the tenure of the contract:

- i) Additional declarations are made in Emergency Information Panel.
- ii) All Bowser must be fitted with standard type retractable safety seat belts.
- iii) Bucket type adjustable seats shall be provided for the drivers & cleaner.
- iv) Police Verification of Bowser crew members.

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

(f) The Carrier shall ensure pasting/ display of advertisements on the Bowser for display of BPCL Brands as specified / provided by BPCL on regular basis.

(g) The carrier shall ensure that the Crew of the Bowser in contract are trained under Motor Vehicle Act and their licences are endorsed by the RTO for having attended the training / refresher courses in transportation of Petroleum Products / Hazardous goods.

(h) The Carrier shall be responsible for providing:

- i). Safety helmets/ safety shoes for crew members as specified by BPCL.
- ii) Uniform for the Bowser crew members as specified by BPCL at the cost of Carrier.
- iii) Neat and tidy uniform made of 100% cotton cloth.
- iv) Minimum wages/ESI/EPF as per local rules to their employees working under this contract.

(i) Carrier shall provide ABS (Anti-Braking System) to all trucks offered at their own cost.

(j) Carrier shall provide Speed Governor fitted in all the offered trucks at their own cost.

(k) Carrier shall provide VTS (Vehicle Tracking System) in all the offered trucks at their own cost.

(l) It is Mandatory that the Bowser have to be Pressure Tested once in a year during calibration and necessary rectification if required to be carried out before calibration.

- (m) Vehicles running in Fuel other than HSD will not be eligible to operate.
- (n) Carrier to ensure that the Bowser Crew are trained on Safe operating practices and defensive driving.
- (o) The carrier shall be responsible for following the rules and regulations of the Company in force for himself, his staff and Crew of Bowser.
- (p) The carrier has read and fully aware of the existence of the Oil Industry Transport Discipline Guidelines (ITDG-version 4) which is part of the tender documents and the contents therein. The ITDG shall be form a part of this agreement and shall be binding on the Carrier as amended/modified from time to time during the period of this contract, including extension, if any.
- (q) The Carrier shall undertake that no person working for them is a foreigner, shall enter into the premises declared by the Government of India as "Protected Places". The transporter(s) further undertake to strictly abide by the Defence of India Act and Rules.
- (r) The officials of the BPCL shall be entitled to inspect at any time, the Bowser and / or the documents of the Carrier / its crew is liable to carry under any statute / regulation of this Agreement.
- (s) The carrier shall provide a mobile application exclusive for the use of BPCL and its customers which should have the features as given Appendix A
- (t) The carrier will take responsibility of Product safety , losses , operation & other requirement as specified in special terms & condition of the tender (copy attached with agreement) . The same is integral part of the agreement.

4. AVAILABILITY OF BOWSER

- (a)The Bowser listed in the LOI / Work Order shall be made available to the Company at all times during the Agreement period at the loading location.
- (b)If at any time during the currency of this agreement the Carrier fails to transport the product as provided herein and / or fails to perform the various other obligations specified in this agreement, the Corporation may in its discretion and without prejudice to its other rights and remedies engage the services of other Agencies/transporters to perform the obligations and transport the products and in such an event the Transporter(s) undertakes to reimburse the Corporation all the additional expenses incurred by the Corporation in this connection.

(c) In the event of breakdown or major repair of any of the Bowser under the contract, the Carrier shall provide replacement Bowser which the Company at its sole discretion, may accept for the period of break-down / major repair.

5. INDEMNITY

- (a) The Carrier shall be responsible for all taxes, levies and other costs of running the Bowser / transportation business, which shall inter-alia include i) salary / wages etc. of the crew and other employees; ii) payment of road tax, insurance, calibration, route permits, iii) cost of fuel, lubricants, tyres, repairs etc & iv) statute or regulation both under regular working and arising from accidents
- (b) Any loss of product, issued on the basis of the requisition slip signed by an authorised representative of the carrier, shall be at the entire risk, cost and expenses of the carrier. If however, through any mistake, inadvertence, lack of prudence or foresight of the Corporation or its installation, any loading of product is undertaken in the truck in the absence of such requisition slips or in respect of any irregularity therein, the same shall not absolve the carrier from liability in respect of transportation of such products and all the provisions contained in this agreement shall also apply to such products so loaded in such Bowser.
- (c) The Carrier shall keep Company indemnified in respect of a) & b) above. In case, Company is made liable to pay any part of above cost, the same shall be recovered from the Carrier. The Company shall not be obliged to contest any claim made upon it for payment.
- (d) It is agreed that the Bowser covered by this Agreement shall operate at the sole risk of the Carrier and in no case, the Company shall be held responsible for any loss or damage done to / by the Bowser while on the Company's work or parked in their premises or anywhere else.
- (e) The Carrier shall indemnify the Corporation against the consequences arising out of their or their employees/ 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 their parties arising from or in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Transporter(s) to the Corporation together with the cost incurred on any legal proceedings pertaining thereto. The Transporter(s) shall observe and comply with the requirements of the Minimum Wages Act, the ESI Act and all other Industrial/Labour legislations 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 Corporation may have to make or suffer on account therefore.
- (f) The Carrier shall make arrangement for parking of their vehicle overnight and / or during holidays at the prescribed designated location.

(g) The carrier shall adhere to GST rules that will be levied by the government.

6. RATES / CHARGES / RTKMs / BILLINGS / TOLL CHARGES

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

(b) The Company shall not guarantee any minimum billings / mileage or loads for any period whatsoever and as such, the Company shall not be responsible for their inability in offering any load on any day or during any particular period and no idling charges etc. shall be payable.

(c) The Company shall endeavour to arrange unloading of the Bowser within reasonable time. However, no detention charges etc. are payable if, for any reason if such unloading is delayed at the receiving location.

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

(e) The Carrier (Those registered under GST Act) would provide transportation bill, ie tax invoice to the base location for the consignment carried during the month for effecting the transportation payment.

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

7. SECURITY DEPOSIT / BANK GUARANTEE

(a) The Carrier shall deposit a sum of Rs. 4, 50,000/- by way of Bank Guarantee. The SD amount shall be payable by Bank Guarantee for a period of 4 months which shall include inter alia the full period of the contract and additional two months for due fulfilment of terms of this Agreement. This sum shall not bear any interest.

(b) Company shall be entitled to adjust any sum due to it from the Security Deposit amount and / or any transport / other charges / dues pending for payment to the Carrier against any other contract. The decision of the Company will be final and binding on the Carrier.

8. UTILISATION OF BOWSER

(a) The Carriers will be responsible for loading and discharging of the Bowser. All the instructions of the Company with regard to the same shall be binding on the Carrier.

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

9. QUALITY & QUANTITY

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

(b) If any shortage in quantity and / or variation in quality of product is found at any stage after the Bowser leaves the Dispatch/ Storage location, the Carrier shall be responsible for such shortage in quantity and / or variation in quality of product for whatever reason and the Company shall be entitled to recover the cost thereof from the Carrier at the rate as decided by the Company. This shall also apply in the event of accident, robbery, hijacking etc. of Bowser.

(c) In case of variation in quality, Company at its discretion may dispose-off the contaminated product and recover all expenses / losses and cost of product in this connection as determined by the Company shall be recoverable from the Carrier. This shall be in addition to and without prejudice to the Company's right of termination of this Agreement as per clause 16.

(d) If any adulteration/contamination is established, the adulterated/contaminated product will be disposed off at the Corporation's discretion. All expenses/losses and cost of adulterated/contaminated product in this connection as determined by the Corporation shall be recovered from the transporter. Moreover, no freight payment for such trips will be made to the transporter. In addition to the above, if any deliberate attempt for adulteration/ contamination is established, action shall be initiated by the Corporation as per the Industry Transport Discipline Guidelines.

10. DELIVERY OF PRODUCT

(a) The carrier and the crew of the Bowser shall be fully responsible for correct delivery to the destination and return of all documents of the Company to the despatching location as required / instructed by the Officer of the Company.

(b) After reaching customer's location, bowser may be moved to the pre decided drop off points for unloading of the product. Bowser operator to ensure correct delivery of product to the pre-defined drop off points of the customer. Any product shortage will be recovered from operator. Any difference in the quantity of product delivered by BPC location in the Bowser & quantity finally supplied by Bowser operator to customer drop off locations will be recovered from the operator. No operational /Transit losses are permissible in this agreement.

(c) The Carrier shall ensure that the i) Bowser delivers the product to the consignee specified ii) the Crew has the correct delivery documents iii) The Bowser follows the normal / approved

route from loading location to receiving location iv) the Bowser maintains average trip-time & v) the crew of the Bowser obtains signature with rubber-stamp of recipient on the delivery documents.

- (d) The product is to be delivered only at the designated drop off points of the customer. The same should not be sold at any other place or in transit. If the operator is found to indulge in such practice, the security deposit will be forfeited along with blacklisting of the firm.

11. TRANSIT LOSS

(a) The Transporter(s) shall bear the loss of any of the Corporation's products while in their charge / custody, irrespective of the reason for such loss. The amounts payable to the Corporation on this account including applicable taxes and other incidental out-goings suffered by the Corporation shall be deducted from their bills/ adjusted against the Security Deposit.

(b) The Transporter(s) shall operate their vehicles at entirely their own risk and the Corporation shall in no case be held responsible for any damage done to the vehicles while on the Corporation's work or when parked in their premises. During the course of transit the goods shall remain at the Transporter's risk until the vehicle carrying the goods reaches the destination as indicated by the Company. The Transporter alone shall be responsible for any accident, damage or loss suffered in respect of the goods during transit.

12. ACCIDENT OF T/L, LOSS OF PRODUCT, TRANSHIPMENT

(a) In the event of a Bowser containing product meets with an accident en-route to the destination, the Carrier shall immediately inform the Company and the statutory authorities like Police, CCOE etc.

(b) The carrier shall ensure security of product at the accident site until the rescue arrives.

(c) In the event it becomes inevitable for the product in the Bowser to be transhipped into another Compliant HSD carrying Vehicle, the carrier shall seek the Company's permission to do so and arrange for transhipment of product in another Bowser arranged by them at their cost and tranship the product in a manner which shall meet safety requirements in order to salvage the product and avoiding spillage of product.

(d) The carrier shall transport the salvaged product to the despatch / receiving location or to a location as advised by the Company at their cost. The carrier shall be fully responsible for the quality and quantity of the product and shall be liable for any loss on account of loss / shortage of product which shall be recovered from the Carrier.

(e) Carrier shall be responsible for any damage or loss caused to the Company's product or property by negligence or default of its crew, authorized representative or Bowser. This will

also include confiscation of Company's product delivered to the Carriers by any statutory authorities.

13. SUB-CONTRACTING & CHANGE IN CONSTITUTION OF FIRM /OWNERSHIP OF BOWSER IN CONTRACT

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

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

(c) In case death or retirement of proprietor or any of the partner/s of the carrier firm, based on request from the legal heir, reconstitution of the transport vendor agreement may be undertaken as below- "In case of death of Proprietor/Partner/Director of the carrier firm, the legal heir of deceased will be inducted as proprietor /Partner/Director of the concerned carrier firm by BPCL.

14. NON PERFORMANCE, FORCE MAJEURE

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

15. DAMAGES TO CORPORATION'S PROPERTY / EMPLOYEE

(a) The Carrier 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 Transporter(s), his/their agents, representative or employees.

(b) The Corporation shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amounts payable hereunder to the Carrier's the cost of repairs or the amount of loss or damages.

(c) The Carrier shall be liable for any loss, any injury to Corporation's employee/agents due to careless, negligent, inexperienced act or default of the Transporter(s), his/their agents, representatives or employees.

16. BLACKLISTING OF TRANSPORTER/BOWSER

The Corporation reserves the right to black-list the transporter/ Bowser which are suspected to be indulging in any sort of malpractices or any other acts not conducive to the interest of the Corporation such as misbehaviour, dishonesty, disobedience, pilferage etc as per transport discipline guidelines. Such Bowser shall be suspended from the business without giving any reasons and in all such cases no compensation shall be paid to the Carrier.

17. TENURE OF CONTRACT, TERMINATION

(a) This Agreement shall be, unless otherwise specified or agreed to, the contract will be awarded for 2 months, with an option to extend up to 2 months with sole discretion of Corporation on same terms and condition, with effect from the effective date as mentioned in LOI.

(b) The Company reserves the right to terminate this Agreement by giving 30 days advance notice without being liable to give any reason or pay any compensation.

(c) The Agreement, terms & conditions of the contract shall be binding on the carrier from the date of intention of award of contract is made to the party irrespective of the fact as to the actual date of execution of this Agreement and Deed.

(d) Notwithstanding anything to the contrary contained hereinabove, the Company reserves the right to terminate this Agreement forthwith upon or at any time after happening of any of the following:

- i) If the Carrier, its' proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.
- ii) If attachment in execution of a decree is passed against the Carrier, its proprietor or any of its' partners.
- iii) If road permits or statutory licenses / permissions granted to Carrier / its Bowser by transport or any statutory authorities is cancelled or revoked.
- iv) If any of the information submitted by the Carrier in the tender is found false at any time.
- v) Breach of any of the terms or conditions of this Agreement by the Carrier.
- vi) If the Carrier commits or suffers to be committed any act which in the opinion of the Company whose decision shall be final, is prejudicial to the good name / image of the Company or its' products or its services.
- vii) If the Carrier causes disruption in transportation of HSD the decision of Company will be final and binding on the Carrier.
- viii) On the death or retirement of proprietor or any of the partners of the Carrier firm, however, in case, if Company does not exercise this option, the Agreement shall continue as between the Company and surviving / continuing partners of the Carrier. The legal representatives of the

deceased partner or the retiring partner himself shall be liable for all the obligation of the carrier incurred up to the date of death or retirement but shall not be entitled to claim from the company any portion of Security Deposit. Company shall account for Security Deposit to the surviving or continuing partners. The death or retirement of any partners shall be notified by the Carriers to the Company in writing within 24 hours of such death or retirement.

ix) If the crew of the carrier commits any unsafe act such as rash driving, accident, non-adherence to safety guidelines and not using safety/protective equipments etc. within or outside BPCL premises.

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

xi) **Carrier agrees to strictly adhere to Terms & condition as spelled out in special terms & condition of the Tender (attached as Annexure II with the agreement)**

18. ARBITRATION

“Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below :

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- (c) The Seat of arbitration shall be at New Delhi.
- (d) The proceedings shall be conducted in English language
- (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator”

19. JURISDICTION

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

(b) This Agreement covers entire understanding between the parties and no alteration / variation of any of the terms of this Agreement shall be valid unless made with the consent of both the parties and evidenced in writing duly signed by authorized representatives of both the parties. (c) All notices and other communications to be given under this Agreement by either party to the

other shall unless otherwise specifically agreed be given in writing by Registered Post or hand delivery against acknowledgement to the following addresses of the respective parties.

**TERRITORY MANAGER (I&C), DELHI
TERRITORY MANAGER, INDL DELHI
NOIDA REGIONAL OFFICE
PLOT NO. A-5 AND A-6, SECTOR -1, UDYOG MARG
NOIDA- 201301, UTTAR PRADESH
TEL NO: 0120-2474381**

Name of Carrier: _____

Address, _____

For BPCL:

WITNESS: 1) _____

WITNESS: 2) _____

M/s. _____
(Authorized Signatory)

For CARRIERS

WITNESS: 1) _____

WITNESS: 2) _____

M/s. _____
(PROP. /PARTNER/DIRECTORS)

Seal of Carrier:

Self-attested passport size recent colour photograph of the Carrier (Authorised Signatories)

Technical bid

Attachment-1

PARTICULARS OF THE TENDERER

(Please tick whichever is applicable)

Sr. No	Particulars	Please provide information here.
1	Name of Tenderer:	
2	a. Registered Office Address: b. Address for Correspondence:	
3	Contact Details: Telephone No. : Mobile No.: E-mail ID:	
4	Status of Tenderer (Pls tick one)	<input type="checkbox"/> Individual, <input type="checkbox"/> Proprietor, <input type="checkbox"/> Partnership , <input type="checkbox"/> Limited co, <input type="checkbox"/> others (Pl specify)
5	Name/s of Proprietor/Partners/ Directors of the Company:	

6	Year of establishment : Registration No. : PAN No.(Issued by IT) :	
7	Please provide previous 3 years annual turn-over in Rs. lakhs.	2016-17: 2017-18: 2018-19:
8	Whether the tenderer (Proprietor/Partners/ Directors of the Company) are related to (as defined under Companies Act 1956) any of Directors of BPC. If yes, please give details:	
9	Whether the tenderer is existing dealer / distributor of BPC. If yes, please give details.	
10	Whether the Tenderer has previous transportation experience. If yes, pl provide details as under: Name of the Oil Company: Contract Reference No.: No. of Bowser in Contract: Contract Validity:	
11	Whether the Tenderer has ever been black-listed by any Oil Company. If yes, please give details: Name of the Oil Company: Year of black-listing:	

12	Whether any litigation / court case is pending against the tenderer which may affect the tenderer's obligation to this contract, if awarded.	
13	No. of Bowser offered by the tenderer against this tender: Own Bowser:	
14	We confirm that neither tenderer nor any Bowser offered is blacklisted by any Oil Co.	
15	We confirm that Technical bid / rates offered by us will remain valid for acceptance by you up to 180 days from date of closing of tender.	

I / We confirm that the information furnished above are true and open for verification at any time.

Name of Authorised Signatory:

Signature of Authorised Signatory:

Date / Place:

Technical Bid

Attachment-2

FORM – 'B'

STATEMENT TO BE FURNISHED BY TENDERER IN RESPECT OF OWN / ATTACHED BOWSER OFFERED IN THE TENDER
(Particulars to be filled by the tenderer)

Name of the Tenderer: _____

Sr No.	1	2	3	4	5
T/L Registration No.(as per RC Book)					
Date of Registration					
Make & Model					
Own or Attached t/l					
Engine No.					
Chassis No.					
Capacity of t/l					

Owner's Name					
Relationship with the tenderer:					
Affidavit furnished by the Owner (Y/N)					
Age of t/l (as on 04.11.2019)					
Hypothecation details of the t/l:					
Whether the t/l is running in some other contract (Y/N)					
Whether the t/l has been black-listed by any Oil Co (Y/N)					

*If more than 5 t/l's are offered, please use additional sheet.

1. Please attach a self-attested photocopy of the RC Book of the each Bowser offered, both owned & attached t/l's in the tender.
2. For attached Bowser, an affidavit from the Owner/s of the Bowser as per the format provided must be attached in original.
3. The Bowser offered should not be more than 5 years old as on the date of tender opening i.e., 03.01.2019.

This is to certify that the details as furnished by us have been verified and found correct. If any information is found to be incorrect, the contract awarded to us shall be liable to be cancelled by BPCL and we shall be liable to pay to the Corporation such damages as Corporation may be put to due to termination of the contract.

We also undertake that should there be any action against the Corporation on account of award of contract in our favour on the basis of misrepresentation, we shall keep the Corporation completely indemnified against all the losses/damages, litigation, court action etc. This undertaking forms a part of contract agreement.

The above certification is true and if subsequently any of above declaration is found false or suppressed, action as deemed fit in respect of the Bowser or me as a transporter can be taken by BPCL.

Signature: _____
(Signed as Proprietor/Partner/Director)

Name: _____

Name / Seal of the firm: _____

DATE/PLACE: _____

Attachment-3

TENDERER'S COVERING LETTER

FROM:

M/s. _____

(Name and Address of the tenderer)

To:

**Territory Manager (Indl), Delhi
Bharat Petroleum Corporation Ltd,
NOIDA REGIONAL OFFICE
PLOT NO. A-5 AND A-6, SECTOR -1, UDYOG MARG
NOIDA- 201301, UTTAR PRADESH
TEL NO: 0120-2474381**

Dear Sir,

SUB: NOTICE INVITING e-TENDER FOR TRANSPORTATION & OPERATION OF HSD BOWSER EX BIJWASAN INSTALLATION. TENDER NO. BPC/I&C/NR/08/HSD BOWSER DELHI TERRITORY/ 2019-20

With reference to your subject tender, we confirm having carefully read and understood various conditions / documents supplied with the tender.

We confirm having participated in the e-tender and submitted the required documents online.

We hereby submit the following credential / technical bid documents, duly completed in a sealed envelope as per details given here under:

Sr. No.	Particulars	Submission of Documents Online Only	Submission of Physical Document as part of Technical/ credential Bid in sealed Envelope.
1	Tender documents incl. General & special Terms & condition of the Tender under Bidders Login ID through e-procurement system on https://bpclproc.in	√	
	1) Annexure 1 – Agreement for road transportation of HSD through Mobile Dispensing Vehicle & operatorship of mobile Dispensing Vehicle (Bowser)	√	
2	Particulars of Bidder as per Attachment-1	√	
3	Statement in respect of own/attached Bowser as per Attachment- 2	√	
4	Covering letter as per Attachment 3	√	
5	General Irrevocable Power of Attorney as per Attachment-4	√	
6	Details of relationship with BPCL Directors as per Attachment-5	√	
7	Undertaking as per Attachment-6	√	
8	Declaration in A B & C as per Attachment-7	√	
9	Format of Bank Guarantee as per Attachment-8	√	
10	Oil Industry Transport Discipline a (version 4)	√	

11	Self-attested acknowledged copy of the latest Income Tax Return filed and the copy of PAN Card	√	
12	Self-attested copy of 1 year audited annual report i.e. 2017-18, (profit and loss account / Certification from CA)	√	
13	Self-attested copies of Partnership Deed or Certificate of Incorporation.	√	
14	Self-attested copies of Vehicle Invoice & Insurance	√	
15	EMD by DD of Rs.1,00,000/-	√	√ (*envelope)
16	Self-attested copy of MSE Registration (EM-II/Udyog Aadhar certificate)	√ (if applicable)	√ (*envelope) (if applicable)

We submit herewith the following DDs:

EMD vide DD No. _____ dated _____ drawn on _____ (Name of the Bank) for Rs. 1, 00,000 in favour of BPCL, payable at New Delhi.

I am / we are authorized to sign this tender as Proprietor or as per Power of Attorney issued by all other Partners / Directors as per Attachment-4.

Thanking you,
Yours Faithfully,

Signature / Seal of the Tenderer:

Name and Address of the Tenderer: Place / Date:

Attachment-4

(On Non-Judicial Stamp Paper as prescribed in the respective State)

GENERAL IRREVOCABLE POWER OF ATTORNEY

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

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

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

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

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

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

This Power of Attorney shall remain irrevocable till the validity period of our quotation/Transport Contract Agreement / or refund of our Security Deposit whichever is later.

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

Signatures

Signed, Sealed and delivered by 1) Shri _____ the within named partners/
2) Shri _____ Directors of M/S _____ 3)
Shri _____

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

Attachment-5

DETAILS OF RELATIONSHIP WITH BPCL DIRECTORS

Tenderers should furnish following details in the Part A, B or C as applicable, as under:

- PART – A -Sole Trader
- PART – B- Partnership
- PART – C- Company (Private / Public / Co- operative Society)

PART – A

2. That the vehicles under reference are not running in contract with any other Oil Company and not attached with any other Contractor/ Distributor and have not been withdrawn without their prior consent.

3. That the subject vehicles are not involved in any litigation other than routine cases of road accident or any violation of Motor Vehicles Act.

4. That neither we as a transporter nor any of our offered Bowser have been blacklisted so far by any of the Oil Company.

We further confirm that;

1. The details as furnished by us are correct. We undertake to place the Bowser offered in this tender, at the disposal of BPCL in case the contract is awarded in our favour.

2. If any information is found to be false / incorrect, the contract if awarded to us shall be liable to be cancelled and we shall be liable to pay to the Corporation such damages as the Corporation may put to due to termination of the contract. We also undertake that should there be any action against Corporation resulting in damages of whatsoever nature to Corporation on account of award of contract in our favour on the basis of the misrepresentations.

3. We shall keep the Corporation completely indemnified against all the losses / damages, litigations, court action etc.

Signature / Name of the Tenderer: _____

Name of the Firm: _____

Address with seal: _____

Attachment-7

DECLARATION 'A'

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

Place: Signature & Seal Date:

DECLARATION 'B'

We declare that we do not have any employee who is related to any officer of the Corporation / Central / State Government

OR

We have the following employees working with us who are near relatives of the officers of the Corporation / Central / State Government.

Name of the employee; Name & designation of the officer of the Corporation /Central / State Government:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Place: Signature & Seal Date:
Strike off whichever is not applicable.

DECLARATION 'C'

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

Place: Signature & Seal Date:

N.B: Strike off whichever is not applicable. If the Contractor employs any person subsequent to signing the above declaration and the employee so appointed happen to be near relatives of the Officer of the Corporation/Central/State Government, the Contractor should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of the Corporation/Central/State Government.

(Pl refer to the enclosed list of relatives)

LIST OF RELATIVES

A person shall be deemed to be a relative of another, if any and only if, i) He / She / They are members of Hindu Undivided family or ii) He / She / They are Husband & Wife or iii) The one is related to the other in the manner indicated below.

1. Father
2. Mother (including Step Mother)
3. Son (including Step Son)
4. Son's Wife
5. Daughter (including Step Daughter)
6. Father's Father
7. Father's Mother
8. Mother's Mother
9. Mother's Father
10. Son's Son
11. Son 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 Husband
19. Brother (including Step Brother)
20. Brother's Wife.
21. Sister (including Step Sister)
22. Sister's Husband

Technical Bid

Attachment- 8

(On Non-Judicial Stamp Paper as prescribed in the respective State)

BANK GUARANTEE

1) In consideration of Bharat Petroleum Corporation Limited having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, New Delhi 400 001 (hereinafter called "The Company" having agreed to exempt M/S _____ (Hereinafter called "the said Transporter(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ the Company _____ and the Transporter(s) _____ for (hereinafter called "the said Agreement") of the Security Deposit for the due fulfilment by the said Transporter(s) of the terms and conditions contained in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ only), We

_____ (name of Bank) (hereinafter referred to as "Bank") at the request of M/s _____ (Transporter) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Transporter(s) of any of the terms and conditions contained in the said Agreement.

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

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

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

5) We _____ (name of Bank) further agree with the _____ Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Transporter(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Transporter(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Transporter(s) or for any forbearance, act or omission on the

part of the Company or any indulgence by the Company to the said Transporter(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

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

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

Dated _____ day of _____ 2018.

For _____
(Indicate name of the Bank)