



**BHARAT PETROLEUM CORPORATION LIMITED**  
 I&C DEPT., 3<sup>rd</sup>, floor  
 BPCL Marketing Office Priyadarshini Building,  
 SION-Trombay Road Eastern Express Highway,  
 MUMBAI-400022

**NOTICE INVITING e-TENDER FOR CONTRACTOR BUILT, OWNED &  
 OPERATED BITUMEN PACKING AND HANDLING PLANT IN & AROUND  
 MUMBAI**

E-Tender no BPC/I&C/WR/03/Bitumen Packing/2021  
 (Published on: 03.02.2021)

<b>Tender Name:</b>	<b>E-Tender for Contractor Built, Owned, &amp; Operated Bitumen Packing and Handling Plant in &amp; Around Mumbai.</b>
<b>Pre-Bid Meet</b>	Eligible Bidders are invited to a pre-bid meeting for clarifications on tender condition and e-bidding process <b>on 11.02.2021 at 03:00 pm</b> at BPCL Marketing Office, Priyadarshini Building, SION-Trombay Road, Eastern Express Highway, Mumbai 400022, <b>for clarification on Tender condition &amp; e-bidding process.</b>
<b>e-Procurement System No.</b>	<b>81113 CRFQ - 1000364384</b>
<b>Last Date for Submission of Tender:</b>	<b>24.02.2021 by 3:00 pm</b>
<b>Tender Opening on:</b>	<b>24.02.2021 at 3:30 pm</b>
<b>Period of Contract:</b>	<b>4 years from the Effective Date with an option for extension up to 1 year on the same rates, terms and conditions at the sole discretion of BPCL. Effective Date shall be considered as the date from which the contractor commences the packing operation.</b>
<b>Contact Person</b>	<b>SR. MANAGER LOGISTICS, (I&amp;C) HQ Phone No. 022 – 24062430</b>



## **BHARAT PETROLEUM CORPORATION LTD.**

**I&C DEPT, 3<sup>rd</sup>, floor  
BPCL Marketing Office Priyadarshini Building,  
SION-Trombay Road Eastern Express Highway,  
MUMBAI-400022**

### **NOTICE INVITING e-TENDER FOR CONTRACTOR BUILT, OWNED & OPERATED BITUMEN PACKING AND HANDLING PLANT IN & AROUND MUMBAI**

(Published on: 03.02.2021)

E-bids are invited from eligible bidders for Contractor Built, Owned, & Operated Bitumen Packing and Handling Plant in & Around Mumbai.

#### **Work:**

**Bidder shall build, own and operate bitumen packing and handling Plant (conforming to the requirements set out in these tender documents) in and around Mumbai. Alternatively, the bidder must already own a bitumen packing and handling plant (conforming to the requirements set out in this tender documents) in and around Mumbai. The estimated annual bitumen filling and handling quantity is given in the tender.**

1. Eligible bidders are invited to submit their offer in a two-part bid for subject tender.
2. Please visit our website <https://bpcleproc.in> for participating and submitting your bid online. For viewing / downloading the tender document (non-transferable), please visit our website <http://www.bharatpetroleum.in/tender/tender.asp>.
3. As per order issued by “Ministry of Micro, Small and Medium Enterprises” (MSME) on 23.03.2012 on “Public Procurement Policy for Micro, Small and Medium Enterprises (MSEs) order 2012”, those who have registered with Director of Industries Centres or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSME) will be considered under the category of **Micro and Small enterprises** and not the medium enterprises. Such Bidders falling under the category of **Micro and Small enterprises** and having valid MSME registration certificate (Udyog Aadhaar Memorandum) issued through Udyog Aadhaar portal maintained by “Ministry of

Micro Small and Medium Enterprises” (MSME), (Reference Gazette Notification no 2028 dated 21.09.2015 issued by “Ministry of Micro Small and Medium Enterprises” – (MSME) and supported by certification from Chartered Accountant (CA) dated after the date of floating the tender and referenced to the specific tender for which the bid is being submitted, as per the **Attachment - 10** shall only be considered under MSE category.

4. Bidder is advised to refrain from submitting any false, forged documents, the penalty for which shall be termination and SD submitted shall be forfeited.
5. Bidder is also advised to go through the tender documents carefully and understand the terms and conditions completely before quoting.
6. The estimated quantity of works is only indicative. BPCL does not commit any minimum guaranteed quantity.
7. The Bid consists of the following documents to be submitted **ONLY on-line**.
  - a. Technical Bid
  - b. Price Bid
8. The online tender shall have to be submitted through the e-procurement system on <https://bpclproc.in>.
9. It is mandatory for the MSE bidders to submit EM II certificate along with certificate from CA as per Attachment – 10 in physical form, at the following address:

DGM Logistics I/C (I&C), Mumbai,  
BPCL Marketing Office, 3<sup>rd</sup> Floor,  
Priyadarshini Building, SION-Trombay Road,  
Eastern Express Highway, SION
10. Bids are to be submitted online only at <https://bpclproc.in>. The bids received in any other form shall not be accepted.
11. The sealed envelope (with Tender no. super-scribed) containing EM II certificate along with certificate from CA as per **Attachment - 10** (if, applicable) should reach at above office before the due date and time of the tender.
12. The submission of online bid as well as submission of above physical documents shall be up to **03:00 pm** on **24.02.2021**.
13. Bids submitted after the due date and time of closing of tender (i.e. after **03:00 pm** on **24.02.2021**) and / or not submitted in the prescribed format shall be rejected. BPCL does not take any responsibility for any delay in submission of

online bid due to connectivity problem or non-availability of site and/or other documents to be submitted in physical form due to postal delay etc. No claims on this account shall be entertained.

14. The schedule of Price Bid opening will be advised separately to the bidders who qualify in the technical bid.
15. The tender document with detailed terms and conditions is also available on our website <http://www.bharatpetroleum.in/tender/tender.asp> but the submission of tender is allowed only through the e-procurement system on <https://bpcleproc.in>.
16. As a **pre-requisite for participation in the tender**, bidders are required to obtain a valid **Digital Signature Certificate (signing & encryption) of Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operation under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). **The cost of obtaining such Digital Signature Certificate shall be borne by the Bidder.** In case any bidder so desires, he/she may contact our e-procurement service provider **M/s. E-Procurement Technologies Ltd (ETL)**, at their contact no. in AHMADABAD: **079-68136861 Mr. Dinesh Kumar, Mobile no. 7622000287 email ID – [support@bpcleproc.in](mailto:support@bpcleproc.in)** for obtaining Digital Signature Certificate.

#### 17. SUBMISSION OF E-TENDER DOCUMENTS:

Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

- i. Bidders are advised to log on to the website <https://bpcleproc.in> and arrange to register themselves at the earliest.
- ii. The system time (IST) that will be displayed on e-procurement (e-bid) web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- iii. Bidders are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the bidder intends to change /revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- iv. Bidders submitting / uploading the on-line tender documents thru' digitally signed certificates shall be construed as their complete agreement with the terms & conditions and that they have fully understood the tender documents.
- v. Bids / Offers shall not be permitted in e-procurement (e-bid) system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- vi. Bidders **shall submit Technical Bid and Price Bid only through e-bidding and no physical documents with respect to these bids should be**

**submitted.** (other than as mentioned in clause no. 9 above) In case Bidder submits any physical documents, the same shall not be considered.

**Pre-bid Meeting:** Pre-Bid meeting will be held on **11.02.2021** at Bharat Petroleum Corporation Ltd., BPCL Marketing Office, Priyadarshini Building, Sion-Trombay Road, Eastern Express Highway, Sion, Mumbai- 400022 or any other venue as advised through corrigendum, at **3.00 PM** and bidders may please participate. Bidders are encouraged to seek all clarifications that they may require as regards the tender conditions /requirements. The bidder must inform a day in advance the details of the representatives who will be attending the pre-bid meeting to Mr. Viraj Raut, Contact Number: 022 – 24062430, Email id: rautv@bharatpetroleum.in for arrangement of Entry passes.

18. For clarifications, if any, with respect to the tender, please feel free to contact the following on any working day between 10:00 am to 4:00 pm:

Mr. Viraj Raut, Sr. Mgr. Logistics, (I&C), HQ  
Contact Number: 022 - 24062430  
Email id: rautv@bharatpetroleum.in

19. Please note that Corrigendum / Addendum to this tender, if any, shall be published only on our websites <http://www.bharatpetroleum.in/tender/tender.aspx> and <https://bpcleproc.in>.

20. BPCL reserves the right to withdraw or cancel this tender in full or in part at its sole discretion and without assigning any reason whatsoever at any time during the tender process.

Thanking you,

Yours faithfully,  
**For BHARAT PETROLEUM CORPN. LTD.,**

**DGM LOGISTICS I/C (I&C), HQ**



## TENDER NO. CRFQ No. 1000364384

### E-Tender for CONTRACTOR BUILT, OWNED & OPERATED BITUMEN PACKING AND HANDLING PLANT IN & AROUND MUMBAI

#### 1.0 COMPANY INTRODUCTION

1. Bharat Petroleum Corporation Limited (BPCL) is engaged in the business of refining and marketing of petroleum products.

#### 2.0 TENDER NO. BPC/I&C/WR/03/Bitumen Packing/2021. CRFQ No.1000364384

BHARAT PETROLEUM CORPORATION LIMITED (BPCL) a Public Sector Enterprise, invites Bids through e-tender under Two-Bid System for **CONTRACTOR BUILT, OWNED & OPERATED BITUMEN PACKING AND HANDLING PLANT IN & AROUND MUMBAI** for a period of 4 years from the **Effective Date** with an option for extension up to 1 year on the same rates, terms & conditions at the sole discretion of BPCL. Effective date shall be considered as the date from which the contractor commences the packing operation.

#### 2.1 TENDER DOCUMENTS:

1. As a pre-requisite for participation in the tender, Bidders are required to obtain a valid **Digital Signature Certificate (signing & encryption) of Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operation under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). **The cost of obtaining such Digital Certificate shall be borne by the bidder.** In case any bidder so desires, he/she may contact our e-procurement service provider **M/s. E-Procurement Technologies Ltd (ETL)**, at their contact no. in AHMADABAD: **079-68136861 Mr. Dinesh Kumar, Mobile no. 7622000287 email ID – [support@bpclproc.in](mailto:support@bpclproc.in)** for obtaining Digital Signature.

2. The bidders having valid Digital Signature Certificate and Login ID can download the tender from the website (<https://bpclproc.in>). **The downloaded documents once read carefully have to be uploaded by the bidder under their Login ID duly certified with Digital Signature Certificate, in token of acceptance of all tender terms and conditions there-in.**

3. The tender documents can also be downloaded from BPCL website, <http://bharatpetroleum.com/tender/tender.asp>. The submission of tender is allowed only through the e-procurement system on <https://bpclproc.in>.

4. An EM II certificate (if, applicable) along with certificate from CA as per **Attachment - 10** should reach at above office before due date and time of tender.

## **2.2 INSTRUCTIONS TO BIDDERS:**

### **DEFINITIONS**

The following words and phrases used in these Instructions to Bidders and in other documents associated with this tender ENQUIRY have the respective meanings hereby assigned to them in order to more clearly illustrate the intent, unless the context otherwise requires.

1. "Company" shall mean BHARAT PETROLEUM CORPORATION LIMITED (BPCL) and includes its personnel representatives, successors and permitted assigns.

2. "Bidder" shall mean any person, partnership, company or corporation who submit bid documents as required under this TENDER ENQUIRY within the specified Bid Due Date & time.

3. "Contractor" means the successful bidder who shall execute the WORK under a contract between BPCL and CONTRACTOR.

4. It is understood that the word CONTRACTOR which appears in some of the Tender Enquiry documents shall during the entire period of this bid, be taken as referring to each of the BIDDERS, however out of these BIDDERS, the successful bidder who, when the contract resulting here from is made by and between the successful BIDDER and BPCL shall be termed as 'CONTRACTOR'.

5. "Works" means the "OUTSOURCING OF BITUMEN DRUM FILLING ACTIVITY" defined and covered under this TENDER ENQUIRY and to be executed by CONTRACTOR.

6. "TENDER ENQUIRY" means any and all documents complied herewith, including all appendices, annexure, drawings etc complete and successive supplements thereto, if any, and all minutes of meeting duly signed and issued by BPCL as pertaining to and forming part of this enquiry.

7. "Proposal" means any bidder's official and decisive statement in the form of proposal. Quotation and offer which is submitted to BPCL with all information required, as per the TENDER ENQUIRY, and which is in response to this TENDER ENQUIRY.



8. "Plant" shall mean Bitumen filling and handling facility which shall be put up by the contractor.

9. "Agreement" shall mean the agreement signed between BPCL and Contractor.

### **3.0 GENERAL INSTRUCTIONS**

The Bidders are requested to

1. Study carefully all the TENDER ENQUIRY documents enclosed herewith, including subsequent supplements, if any.

2. Offer the best prices and / or the best unit rates in accordance therewith.

3. Provide all such data and information as required, and any other information which the BIDDER may consider useful or necessary for evaluation by BPCL.

4. If any BIDDER becomes cognizant of any crucial inconsistency or contradiction or ambiguity or unclarity or error or mistake which may impede the proper work by BIDDER with regard to the PROPOSAL, all such shall be notified to BPCL in writing for the clarification interpretation or correction by BPCL, not later than 10 days before the bid closing date.

5. Offers may be submitted by:

i. Proprietorship firms / Individuals who are Indian citizens, who have attained the age of majority; or

ii. Partnership firm consisting of Indian citizens; or

iii. Co-operative society of which all the members are Indian citizens; or

iv. Company duly registered under the **Companies Act, 1956** provided they comply with the conditions contained hereinafter.

6. Firms having Partners /Directors / Proprietor who has been convicted in criminal cases or blacklisted or Action for

i. Termination of Contract

ii. Withdrawal of LOI / Work Order have been taken for malpractices while undertaking any job, by any of the PSU Oil Companies are not eligible to submit their offers. Bidder to submit an Affidavit as per **Attachment - 9**

### **7. Declarations by Bidder:**

Bidder should submit following declaration:

- Bidder is not been convicted in criminal cases or court receivership or similar proceeding.



- Bidder is not currently serving any Holiday listing order issued by BPCL or MOPNG debarring them from carrying on business dealing with the BPCL/MOPNNG or serving a banning by another Oil PSE.
- Bidder is in compliance of Restrictions for Countries which share land border with India {Restrictions under Rule 144(xi) of the General Financial Rules, 2017– Reference OM no. 6/18/2019 – PPD dtd. 23.07.2020 (read along with any subsequent clarifications/amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>)}
- Bidder is in compliance with BPCL’s Social Media Policy for Business Partners, as included in the tender.

Tender not accompanied with a declaration shall be liable for rejection criteria. Any wrong declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

#### 4.0 BRIEF DESCRIPTION OF SCOPE OF WORK

**Bidders must specifically note that this is only a brief description of scope of work for general understanding.** Contractor has to carry out entire activity from upliftment of Bulk Bitumen from BPCL Refinery at Mahul, Mumbai, transporting to their plant, unloading / storage of bulk bitumen, packing of bulk bitumen in drums, storing of both empty and filled drums (Bitumen / Specialty Bitumen) in his premises, load filled drums ( bitumen and specialty bitumen for customers) in vehicles placed for dispatches, generating invoice or any other required documents for sales / stock transfer, inventory management, etc. as advised by BPCL.

#### **BITUMEN PACKING & HANDLING FACILITY.**

The successful bidder (contractor) will:-

1. Load (uplift) bulk bitumen from BPCL Mahul Refinery in tank lorries (which are designed to carry bitumen safely) arranged by the contractor and transport it to the bitumen drum filling plant of the Contractor. The Tank Lorries should comply at all times with valid permits, rules and regulations of RTO, Statutory and Government authorities. All the transportation cost shall be borne by Contractor. All tank lorries should have the following provisions / facilities.
  - a. Lorry must be fitted with facilities for decantation of bulk bitumen
  - b. Lorry must have provision for proper sealing / locking arrangement.
  - c. Lorry must have proper heating facility.

Sufficient number of tank lorries shall be placed by contractor for uplifting / transporting bulk bitumen from Mumbai Refinery as per the requirement advised by BPCL from time to time.

2. Receive and unload the bulk bitumen grade wise properly at the plant in calibrated bitumen storage tanks and fill the drums with bitumen from storage tank. The contractor should have minimum tankage of calibrated capacity as mentioned in schedule A (calibrated capacity of minimum 50 MT each) to store **each of the** three different grades of Bitumen. These bulk bitumen storage tanks should have heating facility with external insulation. All tanks should have valid calibration certificates issued by competent authority and periodic renewal to be ensured.

3. Receive empty drums and lids supplied by BPCL, at the plant and store it safely at the contractor's plant.

4. Each drum should be visually checked for any leakage by contractor. Bitumen drums should be neatly stacked after checks for any defects or shortages in the drums or lids received from suppliers and recording the same on the transporter's challan and obtain endorsement of the driver/transporters representative. Any such shortages / defects should be immediately informed to BPCL with documentary evidence. A record of such shortages or defects should be maintained in a register as per format given by BPCL.

5. Provide drum filling facility for three grades of Bitumen; which presently are VG10, VG 30 and VG 40. The capacity of drum filling machines should be adequate to cover the peak daily requirement of 1100 to 1500 drums per day during entire period of contract. The drum filling machine/s as well as weighbridge / scales should be stamped by the Department of Legal Metrology. On 15<sup>th</sup> of every month BPCL will confirm packing requirement for the following month. In case of higher requirement of packing, BPCL will give notice 7 days in advance and the contractor must comply with the same WITHOUT ANY ADDITIONAL COST.

6. Fill hot bitumen of stipulated weight (presently 161.8 Kg net), in drums already checked as mentioned in clause no. 4 above. Quantity shall be within the allowable limits as per specified standards of the Weights & Measure Act 1976 read with packed Commodities rules 1977 (As amended from time to time).

The size of drum and quantity filled may vary in future depending on market requirement. The contractor carrying out packing of drums will be fully and solely responsible for ensuring correct quality and quantity of bulk bitumen filled in the drums. Any claim arising regarding the same will be on contractor's account.

7. Cap the drums and seal them properly so that no leakages from lid occur during transportation.

8. Stack the filled drums in vertical position with maximum stack height of 4. All the drums shall be protected from corrosion and ingress of water and any foreign material in products. All filled drums will be stacked grade wise on FIFO (First in First out) format. The drums should be stored on concrete surface & protected from water logging.

9. Load only cooled drums in lorries as per the orders released by BPCL. No loading charges will be paid for customer indents for both bitumen (10 to 15%) and specialty bitumen barrels (100%) and customers are not to be charged for the same. The rate for the same to be built up in the quoted price. Action on any complaint on the issue will be taken up by BPCL as per the penalty clauses in the tender.

10. The empty as well as loaded trucks will be weighed at the weigh bridge at the plant and the acknowledgement to be taken from transporter. The records of the same will be maintained for all dispatches.

11. Prepare invoices / e-way bills / any other documents, on behalf of BPCL for supplies to various customers or stock transfer to BPCL upcountry depots. Under no circumstances, deliveries can be made to any customer/depot without proper document issued from BPC's official software. The contractor to prepare and submit before 5<sup>th</sup> of every subsequent quarter the GST return related file to BPCL. The contractor will inform details from time to time of authorized person(s) at filling plant for receiving and dispatch of drums.

12. Carry out daily reconciliation of number of empty drums & lids received, number of drums filled and dispatched, quantity of bulk bitumen received, stored at filling plant and in transit between refinery and filling plant and submit statement to BPCL on daily basis.

13. Stock accounting needs to be done in case of empty barrels receipt, storage and issued for filling and bitumen filled drums receipt, storage and issued. Filled specialty bitumen barrels to be received, stored and issued. No additional charge will be paid for the same. The estimated number of specialty bitumen barrels will be approx. 2000 /month.

14. Contractor will carry out frequent inventory checks after receipt of products and deliveries to customers/depots to ensure that physical stocks are in line with the book stocks as it appears in BPCL's official software. Monthly stock check shall be carried out along with BPCL representative(s) by contractor on the first day of every month before accepting receipts and commencing deliveries. If any shortages of bulk bitumen are observed, the same shall be recovered from the monthly bills of contractor at the prevailing selling price.

15. It should be clearly understood that the product supplied to the Contractor is the property of BPCL. Contractor shall be fully responsible for safety/ security of stocks. BPCL shall not entertain any claim on account of leakages during storage/handling of barrels or bitumen except defects/shortages booked at the time of receipt of product for empty barrels or bulk bitumen as per laid down procedure of the company. Decision of BPCL shall be final & binding in all cases of shortages

16. Contractor is fully responsible for safe keeping/handling of the products after receipt in the Plant. Any loss or damage for any reason like pilferage, shortage, theft, accident, contamination etc. found during warehousing after receipt of product, would be debited

to the Contractor at amount equivalent to list price of the previous supply to the contractor & recovered from monthly bills of Contractor. In the event of claim amount exceeding monthly bill in any month, Contractor shall forthwith pay the same within 7 days of receiving a demand from BPCL.

17. Provide adequate and safe Parking area inside the plant for lorries entering the plant for various activities.

18. Load drums through Fork lifts only.

19. All bulk bitumen handling facilities including pipelines should be externally insulated.

20. In order to achieve required daily drum filling as per monthly requirement of 4.5 TMT to 5.5 TMT (i.e. apprx. 28000 to 34000 drums) the contractor is required to provide minimum facilities as **mentioned in Schedule - A**. Details / undertaking for providing the same to be submitted by bidder in the technical bid vide Attachment - 5.

21. Hours of operation for loading packed drums and unloading of empty drums will be from 08:00 am to 05:00 pm with one hour of lunch break. However during loading operation of rake all related activities will be carried out continuously without break till all the packed drums for rake are loaded, invoiced, etc.

22. Contractor shall carry out all necessary liasioning works with statutory authorities like Sales Tax, Labour Commissioner, Weights & Measures, Nagar Nigam, Gram Panchayat, Industry dept., factory dept. GST dept. and all other government department on behalf of BPCL. It will be responsibility of plant contractor to arrange / obtain all required licenses / permits necessary to commission and operate plant.

23. Promptly and immediately report to BPCL all accidents, incidents, theft, pilferage, fire etc.

24. **No storage loss or transportation loss is permitted.** Loss if any will be recovered from the contractor at the prevailing market list price inclusive of duties and taxes of packed bitumen at Mumbai.

25. The contractor should carry out all the requisite documentation / record keeping / generation of invoices for packed bitumen lorries movement by road and rake as per the instructions given by BPCL officer.

26. All costs towards establishing and operating the Plant along with all related activities shall be borne by the Contractor.

## **5.0 BID - QUALIFICATION CRITERIA (BQC)**

Bidders are required to fulfil the conditions mentioned below for qualifying for technical bid. The price bid of only technically qualified bidders shall be considered for Commercial Price Bid Opening.

Bidders shall submit documentary proof in respect of the following criteria as mentioned below. **All such documents shall be submitted in the Technical bids online. Non-submission of such documents may be liable for rejection of the bid.**

### **I. Land and Infrastructure facilities**

The bidder shall have actual physical possession of a piece of vacant land of minimum 2780 square meter which should be outside Municipal limit of Mumbai and within 100 kms from BPCL Mumbai Refinery located in the state of Maharashtra. The land should be suitable for putting up a Plant for storage of bulk bitumen, drum filling facility, stacking and loading packed bitumen, at the time of bidding. The land shall be well connected by all-weather road with utilities like Power, water etc. The land should be a single piece of land or multiple pieces of contiguous lands, totaling to minimum 2780 square meters. The land could be owned or leased or rented in the bidder's name. The right to possession of land (if leased) must be valid for at least Six (6) years from date of opening of tender. At the time of submission of Bid, the appropriate sanctions must be available for using the land for Commercial or Industrial purpose and fit for the purposes stated in this tender document.

#### **Documents required:**

Land related documents as proof of ownership in case of owned land and lease agreement with consent of owner for carrying out drum filling activity for 6 years.

In case of Leased land of a running plant, the lease has to be valid for the entire period of the proposed contract. Also for owned land bidder has to confirm to maintain the same status for the entire period of the proposed contract.

At the time of submission of Bid, all the appropriate sanctions must be available for using the land for Commercial or Industrial purpose and fit for the purposes stated in this tender document.

All the land related documents and the physical land shall be inspected at the Technical evaluation stage by BPCL representative and the decision of BPCL shall, with regard to the ownership/lease/permissions/suitability of the land, be binding and final.

Bidder shall submit following documentary proof / NOTARIZED documents along with technical bid:

a) Name of the owner(s) of the site.

- b) Key plan showing details of the Property, situation of the site, along with all statutory documents. The road map showing existing / proposed plant from BPCL, Mahul Refinery, indicating the distance as well.
- c) Area offered along with dimensions of the site. Existing / proposed lay out plan of the Plant and facilities along with other infrastructure/Bar chart for commissioning (for proposed plant). Distance from BPCL Mumbai Refinery. The calculation of this distance will be on the basis of shortest all-weather motorable road distance from BPCL's Mumbai Refinery to the offered location.
- d) Title Deed / Sale Deed /Lease Deed etc. showing the ownership of the land duly certified as true copy.
- e) Power of Attorney holders should submit a copy of Power of Attorney duly registered in their respective states.
- f) Photographs of the site, and other required facilities. Each photograph should be signed by the bidder besides giving address and putting rubber stamp of the bidder.
- g) The owner of the site should have taken all the statutory clearances and shall keep BPCL indemnified against any claims raised by any authority.
- i) Only the site offered in the tender form will be considered for technical evaluation. No site other than one mentioned in the tender form shall be considered under any circumstances.

## **II. Financial Turnover**

- a. The bidder should have positive net worth as per the latest audited financial statement. Bidder shall furnish Annual Report/ audited balance sheets including Profit and Loss Accounts for the last three accounting years, along with the Bid to establish Bidder's conformance to Qualification Criteria. The net worth is defined as Share Capital + Reserves & Surplus.
- b. The average annual turnover of the bidder for the last three accounting years should be equal to or more than Rs. 157.00 Lakhs per year.

## **Documents Required:**

- i. The bidders should provide the audited financial statements, balance sheets and profit & loss a/c for the last three consecutive financial years prior to the due date of bid submission for which audited balance sheets and Profit & Loss accounts are available.

ii. The Bidder should provide the certificate from the practicing Chartered Accountant (CA) certifying that the net worth is positive and turnover as per the attached format in tender document.

#### **IV. Experience**

The bidder should have experience of handling bitumen / any bituminous product of quantity 14500 MT during any continuous 12 months period in the last 7 (seven) years, ending on the last day of the month previous to the one in which the tender is invited. The term handling includes operating drum filling facility for any grade of Bitumen or bituminous product(s) or manufacturing of any bituminous product(s) or handling of bulk Bitumen terminal. It may be noted that “transportation” of petroleum products including Bitumen shall not be construed as term “handling”.

In case of MSE, for the purpose of qualification of a bidder against the Supply Capacity Criteria, the total sum of quantity processed and supplied from all the MSE units of the Bidder, put together shall be considered. The PAN number of all these MSE units should be the same.

#### **Documents Required:**

Copy of Invoice(s) or Purchase Order(s) or Certificate(s) must be attached as proof along with TPIA certificate which should clearly indicate the quantity handled in MT, with details in tabular form as given below, for Quantity handled during continuous 12 months period in last 7 years:

Sr. No.	Invoice No.	Invoice Date	Qty. Supplied (Nos.)	Sold to Party	PO no. issued by the Party / Usage

BPCL reserve the right to demand for these Invoices/ additional documents as and when required from the bidders.

#### **V. Transportation of Bulk bitumen**

The bidder shall offer minimum 11 (Eleven) nos. of Tank Lorries with minimum capacity of 18 MT each, which could be owned or attached. Even if Tank Lorries of higher capacity above 18 MT are offered the minimum number of Tank Lorries required will remain as 11 (eleven) to ensure turnaround of Tank Lorries and availability of stocks at the Bitumen packing plant. Details of the Lorries and an undertaking are to be provided in the prescribed formats of the tender. The age of Tank Lorries should not exceed 7 years from the date of publishing of tender. Further during the pendency of the contract the age of any vehicle offered for loading shall not exceed 7 years.



## Documents Required:

Details of the Lorries as per Attachment - 6 and an undertaking as per Attachment – 8 in the prescribed formats are to be provided.

**Bids not fulfilling the above Qualification Criteria will be rejected.**

## START-UPS:

In case a start-up is interested in drum filling as per the tender, but does not meet the Bid Qualification Criteria (BQC)/ Proven Track Record (PTR) of Prior Turnover norm as indicated in the tender document, i.e., in this case the Bid Qualification Criteria (BQC), the start-up are requested to write a detailed proposal separately and not against the present tender requirement, to the tender issuing authority about its product. Such proposals should be accompanied by relevant documents in support of Start-ups as under:

(a) Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, GOI

(b) Certificate of Incorporation/Registration.

(c) Audited P&L statement of all the Financial Years since incorporation. In case where balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Year since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. The certificate shall be endorsed by a Chartered Accountant/ Statutory Auditor.

## 6.0 COMPLETION PERIOD FOR COMMISSIONING OF PLANT

The successful bidder shall be issued a Letter of Intent which has to be duly acknowledged within 15 days from the date of LOI. Depending upon the category of the offer of the successful bidder, the activity as well the respective date of completion from date of issuance of LOI shall be as shown in the table here under:

Activity	Category of Bidder	
	Existing Plant	Plant to be put up
Completion, Commissioning of plant and commencement of packing in all respects	Within 30 days from the date of LOI.	90 days from the date of LOI.

**Liquidated Damages: If the plant is not completed within stipulated time frame from date of LOI issue as stated in the tender, due to reasons attributable to Contractor, Corporation shall have the right to cancel the LOI and forfeit the Security Deposit.**

**In such an event, the Contractor shall not have any claim for damages or compensation against BPCL.**

## **7.0 PERIOD OF CONTRACT**

The duration of the contract shall be 4 (Four) years from the effective date with an option for extension up to 1 year on the same rates, terms and conditions at the sole discretion of BPCL. Effective date shall be considered as the date from which the contractor commences the packing operation.

## **8.0 SIGNING OF AGREEMENT**

The successful bidder(s) will need to execute the “Bitumen Packed Drum filling Agreement” within 15 days of issuance of LOI as per **Annexure 1** as per the following schedule.

Further, Agreement would, however, be subject to the right of BPCL to terminate it prematurely as per clause 46 on page no. 32 given below.

## **9.0 JURISDICTION**

The Contract shall be deemed to have made in Mumbai and shall be construed according to the laws of India and the performance by the Corporation of any part herein contained shall be considered due in Mumbai for the purpose of jurisdiction.

## **10.0 SIGNING OF INTEGRITY PACT:**

1. The tender document must accompany with the Integrity Pact (IP) duly signed by the Bidder as per **Annexure 2**.

a) The Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents duly signed by the same signatory who is authorized to sign the bid documents. All the page 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 initiate action as mentioned therein.

c) If the contract has been terminated accordingly to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract accordingly to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover amount from contractor as mentioned therein.

d) Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor. The name/address/contact numbers of Independent External Monitor (IEM) appointed to oversee implementation is given below:

<b>Shri. Ramabhadran Ramanujam</b>	<b>Shri. Virendra Bahadur Singh</b>	<b>Shri. Anupam Kulshreshtha</b>
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
44/24, 3 <sup>rd</sup> trust Cross Street, Mandavelipakkam, Chennai 600028	H.No. B-5/64, Vineet Khand, Gomati Nagar, Lucknow - 226010	B-3/3, 'Yarrows Apartments', Plot C-58/5, Sector 62, Noida, UP -201309
<a href="mailto:raamaanuj@gmail.com">raamaanuj@gmail.com</a>	vbsinghips@gmail.com	Anupam8@gmail.com
Mob. No : 9495511954	Mob. No. 8853760730	Mob. No. 9968281160

## 11.0 PAYMENT OF SECURITY DEPOSITS

Successful bidder(s) shall furnish two Security Deposits for this contract in the form of two separate Bank Guarantees as mentioned follows:

1. Performance bank guarantee = 3% of the annual contract value.

And

2. Bank Guarantee for inventory (drums / product) holding:

Successful bidder with 100% job allocation	= ₹ 154 lakh
Successful bidder with 80% job allocation	= ₹ 123 lakh
Successful bidder with 20% job allocation	= ₹ 31 lakh

All bank guarantees shall be in favour of Bharat Petroleum Corporation Limited, Mumbai from any Nationalized / Scheduled bank valid for the period of 66 months from date of LOI, within 15 days from the date of issuance of LOI, for due fulfilment of terms of the tender / agreement. Draft of the Bank Guarantee is enclosed to this tender as **Annexure 4**. The same to be extended to contract period plus six months once the contract period is finalized.

BPCL reserves the absolute right to make the changes in security deposits as per the business needs.

Upon successful bidder's failure to submit the Security Deposit within 15 days from the date of LOI, BPCL shall have right to cancel the award of contract without giving any further notices or reasons.

Please note that no interest shall be payable on the security deposit.

## 12.0 INVOCATION OF SECURITY DEPOSIT

BPCL shall be at liberty to invoke the Bank Guarantee(s) of the aforesaid security deposit or forfeit security deposit partly or fully in the following cases:

- a) for any amount recoverable from the contractor for product or drum shortage or any other amount due or payable by the contractor
- b) for non fulfilment of packing commitment as stipulated under main **clause no. 24** below.
- c) Delayed commissioning of the plant beyond the stipulated time lines mentioned in the tender document.
- d) Refuses to sign the agreement after the award of the contract by the Corporation.

## 13.0 RANKING OF BIDDERS:

- a. Ranking of bidders shall be based on net landed cost calculated as per the original quotation. **Order distribution shall be done on 80:20 basis i.e. 80% order shall be placed on lowest quoted (L1) bidder and 20% on the second lowest-quoted (L2) bidder. However, in case of receipt of only one (single) bid entire 100% quantity shall be allocated to L1.**

**In case of 100% order allocation, the infrastructure facilities of L1 and L2 as per Schedule- A and BG for 100% job allocation shall be provided by bidder.**

- b. Selection of vendor will also be based as described below:
  1. In line with "Public Procurement policy for Micro and Small Enterprises (MSEs) order 2012", 25% of the total quantity shall be earmarked for procurement from MSEs, with a sub target of 4 % out of 25 % shall be further earmarked for procurement from MSEs owned by Scheduled Caste or the Scheduled Tribe Entrepreneurs and 3% out of 25% shall be further earmarked for procurement from MSEs owned by women. Provided that, in the event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L-1 price, 4 % sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe and 3% sub-target for procurement earmarked for Micro and Small Enterprises owned by women entrepreneurs, shall be met from other Micro and Small Enterprises.
  2. The above provision will be subject to MSEs quoting L1 price, bringing down their price to L-1 in a situation where the L-1 price is from someone other than an MSEs. In case of more than one such MSEs, the supply shall be shared proportionately from the MSEs party. Necessary certificate 16 issued by Authorized body under

the Ministry of Micro, Small & Medium Enterprises shall be valid as on actual date of opening of the tender. All the technical specifications / techno commercial terms and conditions and the pre-qualification criteria are also to be fulfilled by the MSEs. In the event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L-1 price, the total quantity shall be given to non MSE L-1 bidder.

- c. In case of situation (b-1) and (b-2) above, bifurcating of 25% quantity; will be allocated out of 100% of the tendered qty. In such a situation, BPCL shall place two separate POs (one P. O. each on L-1, "Non-MSE-Vendor" for 75% of the tendered quantity and another P. O. on "MSE Vendor", subject to bringing down their price to L-1; for the remaining 25% of the tendered quantity). In case of more than one such "MSE-Vendor" and also subject to bringing down their price to L-1; the supply shall be shared proportionately from the earmarked quantity, as described in (b-2) above. In such a situation additional POs shall be placed by BPCL. Further, it is also to be noted that in case of MSEs owned by Scheduled Caste or the Scheduled Tribe or by women Entrepreneurs, BPCL shall place an additional P.O. on "MSE-SC-ST" / "MSE-WOMEN". However, qualifying terms and conditions for placement of P.O. and the quantity allocation shall be as described in (b-1) and (b-2) above. It is to be noted that choice of delivery locations will not be given to MSE party allocated 25% of the tendered quantity vide purchase preference clause.

Clarifications if any, on this matter is to be obtained from our office.

#### **14.0 PPLC Policy:**

Introductory Para:

Purchase preference under PPLC policy (linked with local content) will be applicable as per Circular from MOPNG ref no. FP-20013/2/2017 – FP – PNG dated 17.11.2020 to incentivize the growth in local content in goods and services while implementing oil and gas projects in India.

Local content (LC) means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of total value, in percent.

Bidder shall declare the class of local supplier as below:

Class I local supplier: Local content equal to or more than 50%

Class II local supplier: Local content more than 20% but less than 50%

Non local supplier: Local content less than or equal to 20%

Margin of Purchase Preference:

The margin of purchase preference will be 20%. Where the price quoted by Class I local supplier/service provider is within the margin of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

Bidder will give an undertaking of the policy under which he/she is seeking benefit i.e., MSE Policy, PPLC Policy or DMEP (format attached).

Declaration of divisibility of Tender:

All the Tender documents will carry a clause whether the Tender is divisible or not. If the same is divisible then the ratio of division shall also be mentioned in the Tender document. (Refer clause no. 5.1.3, 5.1.4 of amended PPLC policy).

Documents required (at bidding stage – technical):

1. The Bidder (Class I & II supplier/service provider) shall submit an undertaking from the authorized signatory of Bidder having the Power of Attorney along with the Bid stating that the Bidder meets the mandatory minimum LC requirement. Power of Attorney to be submitted along with the undertaking.
2. In case the Procurement value exceeds Rs.10 Crore, the undertaking submitted by the Bidder (Class I & II supplier/service provider) shall be supported by a certificate from Statutory or Cost Auditor (in case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of other than companies) giving the percentage of local content.
3. The above undertakings will have to be TPIA verified. TPIA certification is not required if originals of the undertakings are submitted.

The formats of undertakings are attached as **Attachments 24 to 27**.

BPCL reserves the right to seek any other documents (like break up of value and percentage of the local content etc.) from bidder to establish/verify his claim of local content during the Tender Evaluation process.

Documents required (after award of job):

The local content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local

content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

Other Points:

The Procuring Co. shall have the authority to audit as well as witness the Production processes to certify the achievement of the requisite local content.

The Procuring Co. shall impose sanction on manufacturers/service providers not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

The sanctions may be in the form of written warning, financial penalty and blacklisting.

### **15.0 NEGOTIATIONS:**

The Corporation reserves the right to:

1. Negotiate with L1 Bidders.
2. The Corporation reserves the right to negotiate with L1/L2 bidder (s).
3. No bidder shall be allowed to counter offer rates lower than the finalized L1 rate.
4. Any offer received from the bidder without being asked by the Corporation shall be treated as unsolicited offer from bidder and same shall be rejected summarily. Similarly, any offer received after due date and time stipulated by Corporation, shall not be considered.

### **16.0 VALIDITY**

1. All the PROPOSALS shall be valid and remain effective for a period of One Eighty (180) Days from the due date or extended due date of the tender.

No bidder will be allowed either to withdraw or to revise his offer after the last date of receipt of tender. Any offer containing variations from our terms and conditions and or counter conditions may not be accepted or may get loaded. Bidders are advised in their own interest to quote strictly as per terms and conditions stipulated by the Corporation and not to add conditions of their own or to modify the terms and conditions stipulated in the tender.

Acceptance of offer shall be valid only when advised by the Corporation in writing to the concerned.



## ACCEPTANCE AND REJECTION OF PROPOSALS

BPCL reserves the right to:

**a) Accept the Proposal other than the lowest and/or award the contract to more than one party and split the work**

**b) Reject any or / all Proposals.**

The Bidders shall understand and accept that even in the event of rejection of all the Proposals by BPCL, it shall not cause BPCL to be liable for any compensation whatsoever to the Bidders.

The successful bidder after getting BPCL's LOI shall give his acceptance within a period of 15 days (maximum) failing which BPCL reserves the right to cancel contract awarded.

## 17.0 OPENING OF BIDS AND COMMUNICATIONS

Technical bids shall be opened in the system on the bid due date at **3.30 PM** in our office located at BPCL Marketing Office, Priyadarshini Building, SION-Trombay Road, Eastern Express Highway, SIO. One representative each from every bidder can attend the opening of bids. The name of the bidder's representative shall be intimated in advance to BPCL's Mr. Viraj Raut, Sr. Manager Logistics, (I&C), HQ (Tele-022-24062430) so that entry passes for the representative can be arranged. **Price Bids of only bidders who are technically qualified shall be opened.** Date and time of opening the Price bids shall be intimated to the technically acceptable bidders.

## 18.0 PREPARATION OF PROPOSAL

1. Bidders shall prepare the proposal in strict accordance with the requirements set forth in TENDER ENQUIRY.

2. Bidders shall prepare and physically submit/ upload the bid in the following manner:

(a) Physical documents consists of MSE Registration along with CA certificate as per **Attachment - 10** as applicable.

(b) The above envelope should be sealed and dropped in tender box kept at the address given below on or before the due date and time:

BPCL Marketing Office,  
3<sup>rd</sup> Floor, Priyadarshini Building,  
SION-Trombay Road,  
Eastern Express Highway, SION

The envelope shall be marked clearly with title of the tender, tender number, due date and stamp of bidder's organization.

Envelope received late or in open condition not meeting the tender conditions /Incomplete in any respect are liable to be summarily rejected.

3. "Original" documents as stated in table "B" of clause 20 on page no. 23, 24 and 25 of tender document, shall be produced if required for physical verification at the time of issuance of LOI by the successful bidder/bidders.

4. Relatives of officer/s responsible for award and execution of this contract in BPCL are not permitted to quote against this tender. The bidder shall be obliged to report the name/s of person/s who are relatives of any officers of the BPCL & any of its subsidiary Companies such as NRL, BORL etc., IOC or HPC or IBP or any officer in the State or Central Government, and who are working with the bidder in their employment or are subsequently employed by them. Any violation of this condition even if detected subsequent to the award of contract, would amount to breach of contract on bidders part entitling BPCL to all rights and remedies available thereof including termination of contract.

#### **19.0 AUTHORISED SIGNATORY**

The bid shall be signed by authorized representative of the Bidder entering into commitment on behalf of the Bidder. Bidder shall submit Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the bidder, as per **Attachment 7**.

#### **20.0 INFORMATION TO BE SUBMITTED**

BIDDER must ensure, to submit all the documents listed below in the TECHNICAL BID. In case of insufficient / incomplete documents, bid may be rejected. Bids of only those bidders who are qualified as per minimum qualification criteria will be considered for further TECHNICAL Bid Evaluation.

##### **(A) SUBMISSION OF TENDERS:**

1. Before submitting the tender, the bidders are requested to read very carefully the terms and conditions laid down in the enclosed tender document. All the enclosed tender documents shall form part of the contract.

2. Counter terms and conditions will not be accepted.

3. All the pages of the tender form should be signed by the bidder, i.e. proprietor/legal partner or the director or authorized representative, as the case may be and the rubber stamp of the firm is affixed as token of your acceptance, then upload in the system.

4. Bids not submitted in the prescribed format shall be rejected. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No claim on this account shall be entertained.

5. Bidder should submit all the details and enclosures as has been asked. In case any of the information is not applicable to them. "Not Applicable" may be written against the para. Not submitting any information/enclosure sought may be the ground for rejecting the tender.

6. Any additions/deletions or changes in our format will not be accepted. This may be ground for rejecting the Tender.

7. Over-writing should be avoided. Corrections, if any, should be circled and initialed by the bidder.

8. Bidders would be presumed to have acquainted themselves with the working conditions before submission of the tender.

9. Tenders received not meeting tender conditions/incomplete in any respect/or with modifications are liable to be rejected.

**(B) DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID**

Sr. No.	Particulars	Submission of documents on-line only	Submission of Physical Document as part of Technical/credential Bid in sealed Envelope
1	Tender document (page 1 to 118) duly signed and sealed along with Annexures - 1 to 3 under Bidders Login ID through e-procurement system on <a href="https://bpcleproc.in/EPROC/">https://bpcleproc.in/EPROC/</a>	√	
	Annexure 1 – Bitumen Packed Drum filling Contract Agreement along with Schedule A and B	√	
	Annexure 2 – Integrity Pact	√	
	Annexure 3 – Indemnity Bond	√	
2	Annexure 4 – Bank Guarantee	√	
3	Particulars of Bidder as per Attachment -1	√	
4	Bidder's Covering Letter as per Attachment - 2	√	

5	Details of relationship with BPCL Directors as per Attachment - 3	√	
6	Caste Certificate (wherever applicable) issued by Competent Authority as per format in Attachment - 4.	√	
7	Tender acceptance letter as per Attachment - 5	√	
8	Details of Tank Lorries offered as per Attachment - 6	√	
9	General Irrevocable Power of Attorney as per Attachment - 7	√	
10	Undertaking for Attached Tank Lorries as per Attachment - 8	√	
11	Oil Industry Transport Discipline Guideline (Version: 4.0) as per Annexure - 5	√	
12	Self-attested acknowledged copy of the Income Tax Return filed for last 3 consecutive financial years and the copy of PAN Card	√	
13	Self-attested copy of audited annual report (profit and loss account / Certification from CA) for last 3 consecutive financial years.	√	
14	Self-attested copies of Partnership Deed or Certificate of Incorporation	√	
15	Self-attested copies Trading License or company registration certificate	√	
16	Self-attested copies of RC book, Fitness, Road permit and Insurance of Tank Lorries offered.	√	
17	Affidavit as per Attachment - 9	√	
18	Attested copy of MSME registration along with certificate from CA as per Attachment - 10	√	√ (envelope A)
19	Details of Land	√	
20	Details of handling work of similar nature.	√	
21	Holiday Listing declaration as per Attachment -11	√	
22	Declaration for Bid Security on letter head as per Attachment – 12	√	
23	Undertaking for applicability of PP-LC policy as per Attachment - 13	√	
24	Undertaking towards mandatory minimum LC as per Attachment - 14 & 15	√	
25	Certificate by Chartered Accountant (PP-LC) as per Attachment - 16	√	
26	Certificate by Statutory Auditors (PP-LC) as per Attachment - 17	√	

27	Acknowledgement - Social Media Policy for business partners as per Attachmemnt - 18	√	
28	Undertaking w.r.t. Compliance of Restrictions for Countries which share land border with India, as per Attachment - 19	√	

### PRICE BID:

1. Bidder shall submit price bids **online** only by e-bidding through e-procurement system on <https://bpcleproc.in> under their login ID only.

2. **No physical document with respect to Price Bids should be submitted.** In case bidder submits such physical documents for Price Bids, the same shall not be considered.

3. No responsibility will be taken by BPCL for any delay due to connectivity and availability of website.

4. No guarantee shall be given by BPCL to any definite quantity of work to be entrusted to bidder. However, the quantities given in schedule are purely indicative without any obligation to the company and cannot be made the subject matter of any claim at any time even if the quantities actually offered for handling during the period of contract are substantially less or more than estimated quantities indicated.

### 21.0 TERMS OF PAYMENT

1. BPCL shall make payment to the Contractor, as per Schedule of rates. Contractor's quoted rates shall be inclusive of all taxes, levies, duties, labour, materials, water & electricity charges, land rent / lease charges, filling cost, salaries , all overheads for supervision, profits etc.

2. The quoted rates are inclusive of rate for packing of bulk bitumen in drums, as well as transportation of bulk bitumen from Mumbai Refinery to bidder's plant. The rate will remain firm throughout the contract period of 4 years and the period of extension. Since the rate includes transportation and in order to consider escalation/ de-escalation due to change in HSD price, it is assumed that 60% of the cost will be on account of transportation .The escalation/ de-escalation will be applicable on 60% of the quoted rate on account of increase / decrease in Retail Selling Price (RSP) of HSD as mentioned in **Schedule B.**

3. Contractor shall submit the bill on monthly basis with all relevant documents to BPCL's nominated Officer-In-Charge. The payment for the same shall be made through NEFT for the certified quantity within 30 days of acceptance of the bill.

### 22.0 TAXES AND DUTIES

Unit rate for Filling of Drums with Bitumen shall be inclusive of all applicable taxes, levies, duties etc. GST will be paid additionally on the quoted rate.

If bidders have any queries regarding taxes and duties, the same shall be addressed to BPCL immediately on receipt of bid documents by the bidder.

### **23.0 PROJECTED VOLUMES AGAINST THIS CONTRACT**

The total estimated volume in MT of filling over the next five (5) years against this contract is as shown in the table hereunder:

<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
46000	55000	64000	67000	70000

**The aforesaid projections are merely indicative figures – based on current estimates. BPCL does not guarantee that these volumes would actually materialize and hence does not undertake in any manner to the successful bidder(s) that these volumes represent any commitment from BPCL side.**

### **24.0 REQUIRED PACKING QUANTITY**

The requirement for packing Bitumen is likely to vary from 4500 MT to 5500 MT per month, during the validity of contract. However BPCL does not assure or commit minimum volume of packing quantity.

BPCL will advise the vendor in writing by the 15th of every month the next month's requirement. (e.g. By Sep 15th 2021, packing requirement of October 2021 will be given in writing). The Contractor assures BPCL for carrying out packing as given by BPCL in writing for that month. In the event of failure to pack the said advised quantity, in spite of BPCL's order, Liquidated Damages of ₹ 10,000/- per MT will be levied on a monthly basis for the shortfall below the ordered packing quantity.

In case BPCL wants a monthly filling higher than the advised quantity, clear notice of 7 days would be given. No extra charges would be paid to the Contractor for the additional quantity filling. No charges for additional storage of bitumen drums, if any, will be paid to the Contractor.

### **25.0 PATENTS AND ROYALTIES:**

On acceptance of this order, the Vendor will be deemed to have entirely indemnified the Corporation from any legal action or claims regarding compensation for breach of any patent rights.

### **26.0 NO ASSIGNMENT**

The Contractor shall not sublet or assign the work or any part thereof to another party without prior written consent of BPCL and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of its obligation under this Contract

## **27.0 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 Mumbai.
- (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”

## **28.0 MINIMUM WAGES**

The Contractor, his executors and administrators (and in case of a Limited Company, its successors and assigns) shall hold BPCL harmless and indemnified from all claims, cost and charges for which BPCL shall be liable under the Minimum Wages Act, 1948, the Contract labour (Regulation & Abolition) Act 1970 and any amendments or modifications thereof, and all expenses it shall put there under through the acts of omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of, any indemnity to which the Company shall be entitled in law.

## **29.0 FORCE MAJEURE**

- (a) None of the Parties shall be liable or responsible for any failure to perform or delay in performance of their respective obligations hereunder if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided notice of occurrence of any Force Majeure event is given by the affected party to the other parties within a period of 24 (Twenty four) hours of such occurrence and such notice includes reasonably satisfactory evidence of the Force Majeure event.
- (b) Definition of Force Majeure : To the extent that the event is not within the reasonable control of the party whose performance under this Agreement is



affected thereby, the term “Force Majeure” as used in this Agreement shall mean and include any of the following events: war, hostilities, acts of the public enemy or belligerents, sabotage, blockage, revolution, insurrection, Supplier, or disorder, expropriation, requisition, confiscation or nationalization; act of God: fire, earthquake, storm, flood, lightning, or to government taking over whether or not by formal requisition, epidemic, quarantine, strikes or combination of workmen, lockouts or other labour disturbances; explosion, accidents by fire or otherwise to plants, storage facilities, installations, machinery, or to transportation or distribution facilities or equipment or any other event, whether or not of the same class of kind or those above set out.

- (c) Should the event of Force Majeure for an uninterrupted period of sixty (60) days or more, then either party shall have the right to terminate this agreement by a sixty (60) days’ notice to the other and this Agreement shall terminate upon the expiry of such sixty (60) days period if the Force Majeure event subsists.

### **30.0 SPECIAL CONDITIONS OF CONTRACT FOR BITUMEN PACKING & HANDLING FACILITY**

1. These special conditions of contract shall be read in conjunction with all other parts of this tender. In case of any dispute arising out of difference in interpretation, the interpretation of BPCL in such matters shall be final and binding on the Contractor. In case of any clarification with respect to the scope of work / tender conditions, the same should be done immediately before submission of bids.
2. In case the contractor has multiple customers then BPCL stocks / product to be strictly kept segregated and separate inventory to be maintained as mentioned in tender document.
3. The Contractor should study all the operations/local conditions at the loading/unloading point/s and route/s. Contractor would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of the tender.
4. All supplies to BPCL’s customers shall be in the name of BPCL and on behalf of the BPCL and while invoicing to the customers, the contractor shall use the name of BPCL. Any other documentation, if required will have to be carried out by the Contractor on behalf of BPCL, without any extra cost.
5. The Plant shall belong to the Contractor and all the maintenance and repairs or improvements will be carried out by the Contractor at his own cost.
6. All permits, explosives and other licences will continue to remain in the name of the Contractor and license fee in this regard will be paid by the Contractor.

7. Except for delivery of the BPCL's products to BPCL's customers in terms of this agreement the Contractor shall have no right or authority to incur any obligations or liabilities or enter into any contract or transact any business whatsoever or act in the name and on behalf of the BPCL.

8. The Contractor shall provide the following facilities including those mentioned in Schedule – A at his own cost:

a. Adequate facilities for receipt and safe storage of empty drums and lids, storing the packed drums safely and securely, and loading the same into trucks.

b. Adequate facilities for receipt and storage of Bulk Bitumen and all infrastructures required for bulk Bitumen handling including Lorry unloading arrangements, filling in drums, stacking of filled / empty barrels, etc.

c. All related pumping facility, pipelines – with adequate insulation.

d. Electronic weighing scale duly stamped and approved by weights & Measures Dept.

e. Electronic Weighbridge duly stamped and approved by weights & Measures Dept.

f. Forklifts are required to be operational at all point of time for carrying out stacking of filled drums as well as loading of filled drums in trucks simultaneously. (Contractor require to submit purchase invoice of forklifts).

g. Office space for use of BPCL's representative in the Contractor's Plant, including tables & chairs, a Computer, Printer, telephone, internet etc. Contractor shall be totally responsible for security and running of this facility.

h. Any other facility which may be necessary for smooth and uninterrupted operation of this filling plant.

i. The plant shall have adequate drinking water, toilet facility and vehicle loading / unloading / parking facilities which shall be arranged by the Contractor at his own cost.

j. The Contractor will take GST registration as well as any other govt. approval as required.

k. At the end of the contract period the contractor must ensure complete stock accounting and all the dead stock should be removed from all the tanks at his cost on or before the last day of contract. In the event of non-removal of the dead stock/or any other residual stock, the recovery shall be made from the contractor at the cost of Bitumen prevailing on that day.

**31.0** BPCL shall have the right to enter upon the Contractor's premises at any time for inspection / verification, and to conduct audit of systems, machineries & premises.

**32.0** The Contractor will keep the said filling plant, storehouse and its surroundings in a clean and safe condition.

**33.0** The contractor shall submit on receipt of LOI and before starting of the operations, a detailed activity chart for filling of bitumen in drums. However BPCL shall have the right to review / change the activity chart if necessary. No claim whatsoever of Contractor on this account shall be entertained.

**34.0** The Contractor shall, subject to force majeure, be liable to BPCL for any loss or damage caused to BPCL property (bitumen, drums etc.) and on demand, pay to BPCL the amount equivalent to loss, or damage. BPCL shall be the sole judge in deciding the amount of loss and/or damage. The Contractor shall whenever required submit to BPCL an inventory duly certified by him. Further the Contractor shall not be entitled to use bitumen or empty drums for purpose other than those for which they are intended through this contract.

**35.0** All precautions shall be taken while transporting, storing, handling, filling bitumen in drums, so that, drums do not leak or get damaged. The contractor shall be responsible for the quantity and quality of the products received by him for transportation from MR to his plant, storage in his calibrated tanks and during packing of Bitumen in drums.

**36.0** The contractor 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 tank lorry. This will also include confiscation of the Company's product delivered to the carriers by any statutory authorities.

**37.0** The Contractor shall be responsible for statutory obligations arising out of this contract such as Explosives Act, shop and Establishment Act, Workmen's Compensation Act and any other Central and / or Local Acts which may be applicable and the contractor shall indemnify BPCL against all loss and damage which BPCL may suffer by reason of non-compliance or non-observance of any such provision and/or by reasons of default or neglect. The Contractor shall take out a comprehensive insurance policy at their own cost for any liability under the provisions of Workmen's Compensation Act / other applicable acts, and for the product / drums lying with Contractor against all risks such as fire and explosion, terrorist attacks, flood, cyclone, theft etc.

**38.0** The Contractor shall maintain all product accounts and product registers in the name of the BPCL and keep a record of all deliveries / receipts and sales, one copy whereof shall be forwarded by the Contractor to the BPCL on monthly basis.

**39.0** There should be no delay or laxity on the part of the Contractor in giving prompt and efficient service to the customers.

**40.0** BPCL's measurement on point of dispatch shall be accepted as conclusive evidence of the quantity delivered and normally the Contractors shall be held accountable for full quantity of the products dispatched to the Contractor. The Contractor however will be at liberty to be represented at the measurement if the Contractor so wishes and to verify the correctness of the BPCL's measurement but BPCL shall be entitled to proceed in the absence of such representatives and in any event the quantities declared by the BPCL shall be accepted by the Contractor as correct and the contractor will be accountable for the deficiency, if any, on this basis.

**41.0** The Bitumen supplied to the Contractor from time to time and maintained in the custody of the Contractor in the name of BPCL will be subject to inventory check as per BPCL procedures as and when BPCL desires to do so. If on any such inventory check, difference is found between the total quantity made available to the Contractor and the stocks of Bulk and Empty/Packed Bitumen Drums actually found in inventory at the plant and the stock delivered to the BPCL's customers, the Contractor shall compensate BPCL in full at the prevailing selling price of Packed Bitumen at Mumbai of BPCL.

The detail recovery procedure shall be as per the following clause hereunder:

#### **RECOVERIES OF 'LOST PRODUCT'**

BPCL will recover the Cost of any deficit quantity in product reconciled on monthly basis.

The recovery will be done at the Packed Bitumen Market price at Mumbai prevailing on the date of reconciliation. On failure to pay this amount within stipulated time, same shall be recovered through running bill immediately due. If the amount is too large to recover or there is no running bill for the month, then the recoveries shall be made through security deposits.

**NOTE:** Loss calculation on last day of the month shall be done as per following formula.

- a. Total quantity received in a month = Say R
- b. Dispatched quantity = Say (D)
- c. Bulk stock with contractor = Say (B)
- d. Filled drum stock = Say (F)
- e. Recovered loose stock = Say (L.S.)
- f. Loss (L) = (R) – ((D) + (B) + (F) + (L.S.))

**Note:** Similar procedure as mentioned above for recovery of shortages shall be applicable in case of any shortage(s) reported by end customer(s).

#### **42.0 RECOVERIES ON ACCOUNT OF 'EMPTY DRUMS'**

a. Contractor shall report in writing, the quantity of defective empty drums received from drum supplier to BPCL, so as to take-up the matter of replacement with the drum supplier. Failure to inform as stated here shall attract compensation at the rate of 115 % of the total drum cost to BPCL towards handling charges.

b. Full drum cost plus 15% shall be recovered for the drums damaged during filling & handling activities. For deciding the damaged drums BPCL shall have the absolute final discretion.

**43.0** In case of variation in quality, Company at its sole discretion may dispose of the contaminated product. All expenses / losses and cost of the product in this connection as determined by the Company shall be recoverable from the contractor.

Above would be in addition to and without prejudice to the Company's right to termination as per clause 46 below.

**44.0** BPCL shall also have the right to terminate the contract without giving any notice upon the Contractor committing any of the following defaults.

a. Fraud on BPCL

b. Failing to carry out any stipulation contained in the agreement for fifteen days after being informed in writing to do so by BPCL.

c. Wilfully abandoning the work specified in the agreement.

d. Without any lawful reasons suspend the work for 15 consecutive days.

e. Neglected or failed to observe and perform all or any of the terms, acts, matters or things under this agreement to be observed and performed by the contractor.

f. Acted in any manner to the detrimental interest, reputation, dignity, name or prestige of BPCL.

g. Detection of shortages in stocks during random inspections and monthly stock checks.

#### **45.0 LIABILITY CLAUSE:**

In case where it is necessary for employees or representatives of the Vendor to go upon the premises of owner (BPCL), vendor agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen's Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires vendor to furnish labour at site, such vendor's workmen or employees shall under no circumstances be deemed to be in owner's (BPCL's) employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owner's (BPCL's) premises or elsewhere and agrees to indemnify the owner (BPCL) against any

such claims, if made against the owner (BPCL) and all costs of proceedings, suit or actions which owner (BPCL) may incur or sustain in respect of the same.

The Contractor will at all times fully indemnify BPCL from and against all losses, damages, claims, suits and otherwise arising from and in connection with injury to persons or property, short deliveries or otherwise.

**46.0** The rights granted under this agreement are not transferable and the Contractor shall not under any circumstances sell, dispose off, or assign or delegate or part with the BPCL property namely – Bitumen, filled / empty drums etc. to any person or persons or firm whatsoever without the previous written consent of BPCL.

**47.0** Any notice required to be given to the Contractor by BPCL shall be deemed to be duly received and served on the Contractor, if such notice has been addressed to the Contractor at the last known address of the Contractor and has been sent by Courier / Registered Post. Any notice required to be given to BPCL by the Contractor shall be deemed to be duly received by and served on BPCL, if the envelope containing such notice has been addressed to concerned BPCL Officer-in-charge at its office: BPCL Marketing Office, 3<sup>rd</sup> floor, Priyadarshini Building, SION-Trombay Road, Eastern Express Highway, SION, and has been sent by Registered Post.

**48.0** NOTWITHSTANDING anything hereinbefore, the contract shall de facto be terminated, when any partner of the Contractor's firm shall be adjudged insolvent or effect a composition with his creditors and such termination shall be effective from the date of declaration of the insolvency.

**49.0 TANK LORRIES OFFERED:**

a. The Bidder shall offer minimum 11 (Eleven) numbers of tank Lorries each with minimum capacity of 20 MT and above, which could be owned or attached. The details of the Lorries are to be provided as per format **Attachment 6** and undertaking as per **Attachment 8**, within 15 days from the date of signing of agreements.

b. The tank Lorries offered should not exceed 7 years of age as on date of publishing of tender. Further, during the pendency of the contract, the age of any vehicle offered for loading shall not exceed 7 years.

c. All bulk bitumen Tank Lorries deployed by contractor should be fitted with VTS (Vehicle Tracking System) at his own cost. The contractor should regularly monitor status of Tank Lorries fleet and also share the user name and password to the designated BPCL officer. Under no circumstances the VTS should be bypassed. Also the VTS should not be non-functional for more than 24 hrs. and such Tank Lorry should not be used for bulk bitumen movement.

d. The tank Lorries offered by the Bidder should conform to the statutory rules and regulations as promulgated or enforced by the State / Central / Local authorities from time to time.

d. The Tank Lorry used by the Transporter should be sound in all aspects i.e. roadworthy condition, in conformity with of Explosives regulations and other local bodies requirement and should be calibrated to meet RLW norms with necessary locking arrangement and driven by licensed drivers.

e. All taxes, insurance and other charges as applicable to the vehicle, shall be the full responsibility of the Transporter.

f. Escalation / De-escalation in Transportation rates

The escalation / de-escalation of transportation rates shall be allowed every month as given in clause no. 2 of 21 on page no. 25 and as per the formulae given in **Schedule B**.

Escalation / de-escalation shall be applicable as per increase / decrease in RSP (Retail selling price) of HSD which will be the weighted average of the RSP of HSD (if more than one price revision) at Mumbai during immediate previous month, and the new transportation rates arrived at on the above date shall be applicable for subsequent month.

Only the increase / decrease in RSP of HSD at Mumbai BPC RO shall be considered and the escalation / de-escalation factor shall apply.

The retail selling price of HSD as on 01.12.2020 will be considered and bidder will submit his transportation rate based on this price. Escalation/De-escalation in transport rate offered by the bidder will be done with effect 02.12.2020 till the date of issue of LOI, and rate as on that date post escalation/de-escalation will be the considered.

g. It shall be the responsibility of the transporter to ensure that the documents are complete in all respects and accompany the tank lorry before it leaves the Corporations Terminal / Installations.

h. The Transporter will comply with all the requirements as mentioned in the Industry "Oil Industry Transport Discipline Guidelines" (version 4.0) attached herewith as **Annexure 5** of Technical Bid shall form a part of this tender document.

#### **50.0 Liquidated damages:**

- a. Based upon the given drum filling plan for a particular month, the drum packing performance will be reviewed on monthly basis. Based on the data compiled if the deviation in the drum filling for the month is lower by 10% observed due to upliftment of inadequate quantity of bulk bitumen, in such circumstances BPCL



shall arrange placement of bulk bitumen for meeting the packing shortfall and the cost of the same will be recovered from monthly bill payment / security deposit.

- b. Before commencement of job work (drum filling), the contractor has to provide the required infrastructure as mentioned in **schedule – A** of tender document and agreement. If the same is not provided then the retention amount will be deducted @ 10% of running bills till full infrastructure facilities are provided as specified in tender / agreement. BPCL reserves the rights to forfeit the retention money deducted if the tender / agreement conditions are not complied within 90 days from the date of first deduction of retention money.

c.

SI No.	Description of Activity	Penalty
1	Absence of trained staff for operating SAP/handling depot transactions leading to delay in documentation.	₹ 1,000/- per day.
2	Delay in preparation Invoice beyond 24 Hrs of Order receipt	₹ 1,000/- per Customer a/c per day.
3	Delay in loading / unloading of vehicles (Vehicle Detention)	As claimed by transporter/s per vehicle per day.
4	Failure to supply the invoiced material on the same day of invoicing	₹ 1,000/- per Customer per day.
5	Un authorized Shipment of products out of Depot without BPC's Approval.	Penalty will be 150% of the Value of product when there is unauthorized Shipment of product i.e. without Invoice/STO etc as the case may be.
6	Non-compliance of agreement condition in providing facilities as per Schedule A of tender document	10% of monthly billing till all the facilities are provided. Forfeit the EMD for delay beyond 90 days.
7	Non adherence of HSSE standards	₹ 5,000/- per month.
8	Failure to uplift / pack the advised required quantity as per given schedule (Deviation lower than 10%)	₹ 10,000/- per MT.
9	Complain from customer regarding loading charges	₹ 5000/- per truck

Notwithstanding the above penalties, BPCL shall initiate other actions as appropriate and applicable for the above deviations / non-compliance.

.....

**BITUMEN FILLING AND HANDLING AGREEMENT**

**THIS AGREEMENT** made on this day of between **Bharat Petroleum Corp. Ltd.**, a Company incorporated under Indian Companies Act, 1913 having its' registered office at Bharat Bhavan, Currimbhoy Road, Ballard Estate, Mumbai-400 001 (hereinafter called "**BPCL**" which expression shall unless repugnant to the context include its successors and assigns) of the **ONE PART**

**AND**

Mr. / M/s \_\_\_\_\_ carrying on business as in the name and style of \_\_\_\_\_ having its office at \_\_\_\_\_. hereinafter called "**Contractor**", which expression shall unless repugnant to the context include heirs, executors, administrators and assigns of the respective partners) of the **OTHER PART**.

Whereas BPCL is engaged in the business of refining crude oil and marketing petroleum products throughout India, for better distribution and sale of some of their products like Bitumen, BPCL was interested in outsourcing of bitumen drum filling activity and for that purpose engaging a party as an Packed Drum filling Contractor for handling such Bitumen of BPCL at its warehouse and deliver them to various BPCLs depots / customers as directed by BPCL from time to time and also maintain proper records and do other allied activities.

Whereas BPCL by tender enquiry no \_\_\_\_\_ invited bids from the eligible and interested parties as per the terms and conditions mentioned therein.

Whereas the Contractor submitted his bids and has become successful bidder.

Whereas BPCL has issued LOI dated \_\_\_\_\_ to the Contractor.

And whereas the Contractor herein was willing to be so appointed and accordingly parties herein negotiated the terms and conditions hereinafter recorded and NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Contractor shall at his own cost provide the Drum Filling Facilities on land measuring approx. \_\_\_\_\_ sq. meter area (including a covered warehouse of about \_\_\_\_\_ sq meter) at \_\_\_\_\_, for Receipt of Bitumen in Bulk form, Receipt of empty drums and lids, Unloading the bulk Bitumen in calibrated storage tanks, Packing of bitumen in drums and

sealing it with lids (hereinafter called “The Products”), storing the packed bitumen / any other grade of bitumen safely and securely and loading the same into trucks and all related and allied facilities for the said activities and purpose. The said land and warehouse must be fully owned/ leased by the Contractor.

The drum filling facility must have following including those mentioned in Schedule – A of tender document:

- i. Adequate facilities for receipt of and safe storage of empty drums and lids, storing the packed drums safely and securely and loading the same into trucks.
- ii. Adequate facilities for receipt and storage of Bulk Bitumen and all infrastructures required for bulk Bitumen handling including Lorry unloading arrangements, filling in drums, stacking of filled / empty barrels, etc.
- iii. All related pumping facility, pipelines – with adequate insulation.
- iv. Arrangement for maintaining bitumen temperature.
- v. Office space (min. \_\_\_\_ sq. mtr.) for documentation and record keeping.
- vi. Electronic Weighing scale of 500 kg capacity with least count of 20 gm for weighing Bitumen Drums, duly stamped and approved by weights & Measures Dept.
- vii. Electronic Weighbridge of 60 MT capacity with least count of 20 kg. for weighing bulk bitumen Tank Lorries, Empty drums trucks and trucks for transportation of packed bitumen drums.
- viii. Facility for receipt & storage of approx. \_\_\_\_\_ empty drums.
- ix. Drum filling facilities for 4500 MT to 5500 MT per month or the agreed quantity depending upon the requirement. Each drum shall be filled with 161.8 kg (presently) of Bitumen (net) or as Specified by the corporation.
- x. Facility for handling & stacking of bitumen filled drums for \_\_\_\_\_ MT (Approx. \_\_\_\_\_ Drums).
- xi. Minimum \_\_\_\_\_ ( ) forklifts are required to be operational at all point of time for carrying out stacking of filled drums as well as loading of filled drums in trucks, simultaneously. (Contractor require to submit purchase invoice of forklifts).
- xii. Continuous electric / power supply with adequate power back up DG set for uninterrupted and smooth plant operations.
- xiii. System / facility (e.g. adequate Fire extinguishers and sand buckets) for taking care of Safety and security of equipment & product.
- xiv. Office space for use of BPCL’s representative in the Contractor’s Plant, including tables & chairs, a Computer, Printer, telephone, internet etc. Contractor shall be totally responsible for security and running of this facility.
- xv. Any other facility which may be necessary for smooth and uninterrupted operation of this filling plant.
- xvi. The plant shall have adequate drinking water, toilet facilities and vehicle loading / unloading / parking facilities which shall be arranged by contractor at his own cost.

2. **The Contractor shall** carry out entire activity from taking Bitumen from Refinery by his own / attached lorries, Unloading / storage of bulk bitumen, packing of bitumen in drums, storing of both empty and filled drums in his premises and loading of filled bitumen drums in lorries and making invoice for sales / stock transfer etc. as per directives of the BPCL.

### 3. BITUMEN PACKING & HANDLING FACILITY.

The Contractor shall:

i. Load (uplift) bulk bitumen from BPCL Mahul Refinery in tank lorries owned/attached by the contractor (which are designed to carry bitumen safely) and transport it to the bitumen filling plant of the Contractor. The tank lorries should comply at all times with valid permits, rules and regulations of RTO, Statutory and Government authorities. All the transportation cost shall be borne by Contractor. All tank lorries should have the following provisions / facilities.

- a. Lorry must be fitted with facilities for decantation with PTO preferably.
- b. Lorry must have provision for proper sealing / locking arrangement.
- c. Lorry must have proper heating facility.

Sufficient number of tank lorries shall be placed by contractor at Mumbai Refinery for uplifting / transporting bulk bitumen as per the requirement.

ii. Receive, unload and store the bulk bitumen properly at the drum filling plant in calibrated bitumen storage tanks and fill the drums with bitumen from storage tank. The contractor should have total minimum \_\_\_\_\_ MT calibrated capacity tanks (calibrated capacity of minimum 50 MT each) to store **each of the** three different grades of Bitumen (i.e. VG10- \_\_\_\_ MT, VG30- \_\_\_\_ MT and VG40- \_\_\_\_ MT). The bulk bitumen storage tanks should have adequate heating facility with external insulation. All tanks should have valid calibration certificates issued by competent authority with periodic renewal of them.

iii. Receive empty drums and lids at the plant and store it safely which shall be supplied by BPCL at the contractor's filling plant.

iv. Provide drum filling facility for three grades of Bitumen; which are presently VG10 grade, VG 30 grade and VG 40 grade. The capacity of drum filling machine should be adequate to cover the peak daily requirement of 1100 to 1500 drums during entire period of contract. The drum filling machine/s as well as weighbridge / weighing scales should be stamped by the Department of Legal Metrology. On 15<sup>th</sup> of every month BPCL will confirm the Bulk Bitumen quantity required for packing for the following month. In case of higher requirement of packed drums, BPCL will give notice 7 days in advance and the contractor must comply with the same WITHOUT ANY ADDITIONAL COST.

v. Fill hot bitumen of stipulated weight (presently 161.8 Kg net), in ready (tested) drums supplied by BPCL. Quantity shall be within the allowable limits as per specified standards of the Weights & Measure Act 1976 read with packed Commodities rules 1977 (As amended from time to time). The size of drum and quantity filled may vary in future depending on market requirement. The contractor carrying out packing of drums will be fully and solely responsible for ensuring correct quality and quantity of bulk bitumen filled in the drums. Any claim arising regarding the same will be on contractor's account.

vi. Cap the drums and seal them properly so that no leakages from lid occur during transportation.

vii. Stack the filled drums in vertical position with maximum stack height of 4. All the drums shall be protected from corrosion and ingress of water and any foreign material in products. It is expected that filled drums will be stacked grade wise on FIFO (First in First out) format. The drums should be stored on concrete surface.

viii. Load only cooled drums in customer's lorries as per the orders released by BPCL.

ix. All empty as well as loaded trucks will be weighed at the weigh bridge at the plant and the acknowledgement to be taken from transporter for the weighment done. The records of the same will be maintained for all dispatches.

x. Prepare invoices / e-way bills on behalf of BPCL, from BPCL's official software system for supplies to various customers or stock transfer to BPCL upcountry depots. Under no circumstances, deliveries can be made to any customer/depot without proper document issued from BPC's official software. The contractor to prepare and submit before 5<sup>th</sup> of every month the GST return related file to BPCL. The contractor will inform details from time to time of authorized person(s) at filling plant for receiving and dispatch of drums.

xi. Carry out daily reconciliation of number of empty drums & lids received, stored, and issued for filling, the number of drums filled and dispatched, quantity of bulk bitumen received, stored at filling plant and in transit between Refinery and filling plant and submit statement to BPCL on daily basis. Similar stock accounting needs to be done in case of specialty bitumen filled drums receipt, storage and issued.

**Liquidated Damages: If the plant is not completed within stipulated time frame from date of LOI issue as stated in the tender, due to reasons attributable to Contractor, Corporation shall have the right to cancel the LOI and forfeit the Security Deposit. In such an event, the Contractor shall not have any claim for damages or compensation against BPCL.**

4. During the currency of this agreement, the Contractor shall,

- a. keep the said warehouse and its surroundings in neat, clean, hygienic and in good condition to the satisfaction of BPCL.

- b. not alter or modify or shift the said warehouse except with prior written consent of BPCL.
- c. not sub-let the facilities (full or part) under any Circumstances without taking prior permission from BPCL.
- d. arrange to put up appropriate sign board on the said warehouse with good visibility within a week from the commencement of the contract.

5. Contractor shall personally supervise the filling operations and storage activities and provide minimum manpower and the facilities for bitumen drum filling and handling activities as mentioned in point no.3 above. The Contractor shall provide round the clock security. The Contractor shall not employ child labour. All salaries, overtime, statutory payment etc. would be borne exclusively by the Contractor and shall comply with all statutory rules and regulations and applicable laws like ESI, Minimum Wages, Workmen Compensation Act, Provident Fund etc. in this regard. The Contractor shall keep BPCL indemnified against any claim or liability on account of any dues to his staff or arising out of non-compliance of any such laws or rules. The Packed Drum filling Contractor or his staff shall not be under employment of BPCL.

6. The Contractor shall bear all operating expenses towards electricity/ water, including DG set charges, 2 Nos. of telephone / mobile, internet, all stationery, and requisite numbers of computers, printers, UPS, and any other administrative expenses including the operating expenses for bitumen drum filling, storage and handling activities. BPCL's official ERP software system to be run on internet with proper bandwidth.

7. BPCL shall make following monthly payments to the Contractor –

a. An amount (₹ per MT) as per letter of intent issued by BPCL. The rate of ₹ \_\_\_\_/- per MT (excluding GST) for Packed drum filling charges, invoiced/billed quantities of packed bitumen, etc. would be all inclusive, covering all duties of Packed Drum filling activities and other all administrative and miscellaneous charges etc. No charges other than the above agreed rate shall be payable by BPCL in regard to Packed Drum filling Operations.

b. Contractor shall submit the bill on monthly basis with all relevant documents to BPCL's nominated Officer-In-Charge. The payment for the same shall be made through NEFT for the certified quantity within 30 days of acceptance of the bill after due verification and deduction of value of stock loss / penalties if any.

## 8. REQUIRED PACKING QUANTITY

The requirement for packing Bitumen is likely to vary from 4500 MT to 5500 MT per month, depending on overall demand. However BPCL does not assure or commit minimum volume of packing quantity.

BPCL will inform the contractor in writing by the 15th of every month the next month's requirement. (e.g. By September 15th 2021, packing requirement of October 2021 will be



given in writing). The Contractor assures BPCL for carrying out packing as given by BPCL in writing for that month. In the event of his failure to pack the said agreed quantity, in spite of BPCL's order, Liquidated Damage of ₹ 10,000/- per MT will be levied on a monthly basis for the shortfall of 10% below the ordered packing quantity.

In case BPCL wants a monthly filling higher than the agreed month quantity, clear notice of 7 days would be given. No extra charges would be paid to the Contractor for the additional quantity filling except the agreed filling / transportation charges. No charges for additional storage of bitumen drums will be paid by the Contractor.

9. The Contractor shall arrange and maintain adequate insurance for the facilities comprised in the Drum Filling Facility and the products and also for third party risks and public liability in operating the Drum Filling Facility and the cost of such insurance shall be borne by and shall be to the account of Contractor.

10. In the event of claim under Insurance Policy by BPCL the Contractor shall provide all necessary assistance in regard to liaison with the Insurance Company for filing of the claim and completing all the formalities.

11. For carrying out the activities, the obligations of the Contractor shall include:

- a) Provide and maintain necessary infrastructure as per tender conditions and DG set of suitable capacity and internet facility. The Contractor shall provide computer, printer, UPS, and internet facility, etc. compatible with BPCL system requirement which may change from time to time.
- b) Provide and maintain AC, furniture such as tables, chairs, cup boards sufficient to store office records, stationery, etc as directed by BPCL from time to time
- c) Provide empty space for stocking of empty drums and packed bitumen drums. Provide the entire infrastructure required for bitumen packed drum filling operations which also includes calibrated storage tanks.
- d) Receiving the product which would normally by Road Transport and checking the products for their correctness with the Stock Transfer Invoice, and stocking them in the plant as per the laid down norms of the Corporation and also completing required transactions in BPCL's official software on day to day basis.
- e) Arranging unloading of empty drums/bulk bitumen and packing of bulk bitumen in drums, loading of filled Bitumen and specialty bitumen drums / barrels for customer indents at the site at Contractor's own cost in lorries as per directions of BPCL.
- f) Carrying out as many loading / unloading of the product on a day as required at own cost. Carry out Drum filling of agreed quantity as per clause 8 of this



agreement. However as directed by the Corporation the filling quantity can vary on a month to month basis.

- g) Endorsing any non-receipt of the empty packages etc from the Transporter, as per the document, as shortage on the transporter challan after advising BPCL Officer and keeping a record of the same in a register which shall be countersigned by BPCL Officer. Booking of the loss to the transporter should be as per the prevailing Transport Agreement. Any other loss to be booked also should be only with the written permission of BPCL nominated officer. Any loss/shortage observed in bulk/empty drums, should be reported to BPCL and must be suitably recorded in the invoice with the tanklorry crew signature.
- h) Day to day Liaison with Supplying Location for replenishment of stocks of both bulk bitumen and empty drums for filling.
- i) Preparing necessary Invoices of BPCL in BPCL's official software system for the supplies/receipts as per the (I&C) document guidelines. Under no circumstances any material should come in or go out without prescribed computerized BPCL documents. Proper entry of incoming and outgoing of material should be maintained as per the guidelines.
- j) Allowing officials of BPCL free and unfettered access to the plant / warehouse / records for inspections at all times.
- k) Bulking of leaky drums in different empty drums so that further loss can be avoided.
- l) Carry out all documentation as per the prevailing GST Act and ensure proper documentation so as to comply with the rules as amended from time to time. **GST registration is a must and Contractor must get it done at his own cost.**
- m) Carrying out all related stock/sales/financial accounting in BPCL'S official software system and related activities like GST tax, etc. as applicable.
- n) Liaison with the supply points BPCL's nominated officer for receipts / dispatches and connected supply activities.
- o) Ensure all safety norms of BPCL are followed at the Contractor's cost.
- p) Ensure weekly reconciliation in case of any specific "in transit" stock. They should take up with supply location/ BPCL's nominated officer and resolve such issues within 30 days. Ensure to carry out day to day documentation and clearing all "in transit" stock for the products already received in the plant.
- q) Correspondence / contact with supply location as per the requirement.

- r) Maintain proper security for the products and other assets on round the clock basis at your own cost.
- s) Maintain proper housekeeping on day to day basis.
- t) Ensuring monthly stock check activities along with BPCL Official are completed as per the agreement on the first working day of each month along with postings in BPCL's official software system as per laid down procedure. Any loss/gain should be analyzed and corrective action to be taken under advice to BPCL's nominated officer. In addition to this, BPCL official is authorized to check the stock at any day at any time.
- u) The Contractor shall provide and maintain the required number of fire extinguishers and sand buckets at his own cost, in working condition at all times and also should ensure periodic check up and up keeping. The Contractor shall also provide PPE's such as hand gloves, safety shoes, safety goggles, Safety helmets, boiler suit, etc. to his employees. Contractor to provide uniforms to his authorized staff with Photo ID Card. The Contractor must ensure that his employees use PPEs during the loading / unloading / stacking and all other handling activities in plant.
- v) The Contractor shall carry out all the liaison work with statutory authorities (GST, Labour Commissioner, etc). The Contractor should also assist BPCL, from time to time, for any related work requirement with statutory authorities.
- w) For any financial liability imposed on BPCL by Central, State or any other authorities due to non-compliance of rules and regulations by the Contractor, the said amount will be recovered from monthly bills/ security deposit of Contractor. If the amount exceeds the security deposit, balance amount to be paid by Contractor within 7 days from the date of such claim from BPCL.
- x) The Contractor shall obtain GST registration. Contractor to submit the GST registration certificate as a proof of GST registration.**
- y) It should be the endeavor of the Contractor to handle maximum number of Lorries on daily basis so as to increase the throughput.
- z) At all times maintain all the records in the manner and in form as advised by BPCL from time to time. To maintain and upkeep all the facilities at the Drum Filling Facility at its own cost.
- aa) Adhere to all the instructions of BPCL regarding operation of the Drum Filling Facility, sales, maintenance and submission of the stock accounts and allied matters like GST documentation and formalities. Further, Operator shall sell the product to customer strictly on the payment terms advised by BPCL.

12. Within fifteen days from the date of letter of Intent, the Packed Drum filling Contractor shall furnish BPCL a security deposits by way of two bank guarantees 1) of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as performance bank guarantee and 2) of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for inventory (drums / product) holding, issued by a scheduled bank as per BPCL format which will remain with BPCL for the full period of the contract and an additional six months (validity of BG will be contract period plus Six months). It shall be lawful for BPCL to adjust the bank guarantee amount against all pending or future dues and also to appropriate the entire bank guarantee(s) or any part thereof against losses, damages, penalties, expenses arising out of the Packed Drum filling Contractor's failure or negligence to observe any terms and conditions of this contract. This is without prejudice to other remedies available to BPCL.

13. The Contractor shall always keep the warehouse clean and neat and follow the guidelines as under:

a. Filled Barrels / Drums should be stacked vertical with its lid on the top. Grade wise stacking needs to be done for ease in loading and stock counting.

b. Leaky & damaged barrels / drums to be segregated and action for bulking and liquidation is to be processed through approval from BPCL only.

c. Loading / Unloading of Bitumen drums/ bulk will be done by the Contractor(s) strictly in accordance with the instructions given to the Contractor(s) by the Corporation representative. The Contractor(s) will be responsible for the loading and unloading of vehicles with empty drums/bulk bitumen and filled drums.

d. The Contractor(s) shall be solely responsible for the safe custody of the products once these are loaded in their tank lorries, received at Warehouse and acknowledged by the Contractor.

14. The Contractor will keep the said filling plant, storehouse and its surroundings in a clean and safe condition.

15. The contractor shall submit on receipt of order and before starting of the work, a detailed activity chart for filling of bitumen in drums. However BPCL reserves the right to review / change the activity chart if necessary. No claim whatsoever of Contractor on this account shall be entertained.

16. The Contractor shall, subject to force majeure, be liable to BPCL for any loss or damage caused to BPCL property (bitumen, drums etc.) and on demand, pay to BPCL the amount equivalent to loss, or damage. BPCL shall be the sole judge in deciding the amount of loss and/or damage. The Contractor shall whenever required submit to BPCL an inventory duly certified by him. Further the Contractor shall not be entitled to use

bitumen or empty drums for purpose other than those for which they are intended through this contract.

17. All precautions shall be taken while transporting, storing, handling, filling drums, so that, drums do not leak or get damaged. The contractor shall be responsible for the quantity and quality of the products received by him by his own/arranged lorries.

18. The contractor 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 tank lorry. This will also include confiscation of the Company's product delivered to the carriers, by any statutory authorities.

19. The Contractor shall be responsible for statutory obligations arising out of this contract such as Explosives Act, shop and Establishment Act, Workmen's Compensation Act and any other Central and / or Local Acts which may be applicable and the contractor shall indemnify BPCL against all loss and damage which BPCL may suffer by reason of non-compliance or non-observance of any such provision and/or by reasons of default or neglect. The Contractor shall take out a comprehensive insurance policy at their own cost for any liability under the provisions of Workmen's Compensation Act / other applicable acts, and for the product / drums lying with Contractor against all risks such as fire and explosion, terrorist attacks, flood, cyclone, theft etc.

20. The Contractor shall maintain all product accounts and product registers in the name of the BPCL and keep a record of all deliveries / receipts and sales, one copy whereof shall be forwarded by the Contractor to the BPCL on monthly basis.

21. There should be no delay or laxity on the part of the Contractor in giving prompt and efficient service to the customers.

22. BPCL's measurement on point of dispatch shall be accepted as conclusive evidence of the quantity delivered and normally the Contractors shall be held accountable for full quantity of the products dispatched to the Contractor. The Contractor however will be at liberty to be represented at the measurement if the Contractor so wishes and to verify the correctness of the BPCL's measurement but BPCL shall be entitled to proceed in the absence of such representatives and in any event the quantities declared by the BPCL shall be accepted by the Contractor as correct and the contractor will be accountable for the deficiency, if any, on this basis.

23. The Bitumen supplied to the Contractor from time to time and maintained in the custody of the Contractor in the name of BPCL will be subject to inventory check as per BPCL procedures as and when BPCL desires to do so. If on any such inventory check, difference is found between the total quantity made available to the Contractor and the stocks of Bulk and Packed Bitumen actually found in inventory at the plant and the stock delivered to the BPCL's customers the Contractor shall compensate BPCL in full at the

prevailing selling price of Packed Bitumen at Mumbai of BPCL. The detail recovery procedure shall be as per the following clause hereunder.

#### **24. RECOVERIES OF 'LOST PRODUCT'**

BPCL will recover the Cost of any deficit quantity in product reconciled on monthly basis.

The recovery will be done at the Packed Bitumen Market price at Mumbai. On failure to pay this amount within stipulated time, same shall be recovered through running bill immediately due. If the amount is too large to recover or there is no running bill for the month, then the recoveries shall be made through security deposits.

**NOTE:** Loss calculation on last day of the month shall be done as per following formula.

- a. Total quantity received in a month = Say R
- b. Dispatched quantity = Say (D)
- c. Bulk stock with contractor = Say (B)
- d. Filled drum stock = Say (F)
- e. Recovered loose stock = Say (L.S.)
- f. Loss (L) = (R) – ((D) + (B) + (F) + (L.S.))

**Note:** Similar procedure as mentioned above for recovery of shortages shall be applicable in case of any shortage(s) reported by end customer(s).

#### **25. RECOVERIES ON ACCOUNT OF 'EMPTY DRUMS'**

Contractor shall report in writing, the quantity of defective empty drums received from drum supplier to BPCL, so as to take-up the matter of replacement with the drum supplier. Failure to inform as stated here shall attract compensation at the rate of 115 % of the total drum cost to BPCL towards handling charges.

Full drum cost plus 15% shall be recovered for the drums damaged during filling & handling activities. For deciding the damaged drums BPCL shall have the absolute final discretion.

26. In case of variation in quality, Company at its sole discretion may dispose of the contaminated product. All expenses / losses and cost of the product in this connection as determined by the Company shall be recoverable from the contractor.

#### **27. TRANSIT AND OPERATIONAL LOSSES:**

The contractor shall be liable for any and all the losses of the product in transit and/ or damage to the material or drums and also for operational losses, if any.

Contractor will be fully responsible for safe keeping of the products from the time and date of loading in their tank lorries, receipt at the warehouse and any loss or damage for any reason like pilferage, shortage, theft, accident, contamination, wrong loading etc, after receipt at the warehouse would be debited to the Contractor at the Amount equivalent to selling price of bitumen barrels/ Bulk bitumen to the customer at Mumbai and recovered from monthly bills of the Contractor. In case, the said amount of damage exceeds the bill amount in any month, Contractor shall forthwith pay the same within 7 days of receiving a demand from BPCL. Apart from bitumen Products, loss or damage to any assets of BPCL inside the Refinery / warehouse shall also be deducted from such monthly bills. In case of Bulk Bitumen, the actual loss will be recovered from the Contractor every month at the prevailing dealer billing price at the plant.

BPCL shall recover the Cost of any deficit quantity in product reconciled on monthly basis.

The recovery will be done at the market rate applicable at Mumbai. On failure to pay this amount within stipulated time, same shall be recovered through running bill immediately due. If the amount is too large to recover or there is no running bill for the month, then the recoveries shall be made through security deposits.

**NOTE:** Loss calculation on last day of the month shall be done as per following formula.

- a. Total quantity received in a month = Say R
- b. Dispatched quantity = Say (D)
- c. Bulk stock with contractor = Say (B)
- d. Filled drum stock = Say (F)
- e. Recovered loose stock = Say (L.S.)
- f. Loss (L) = (R) – ((D) + (B) + (F) + (L.S.))

## **28. TRANSHIPMENT:**

The Contractor(s) shall undertake the movement of the product entrusted to him by the Corporation without transshipping. However, if the transshipment is inevitable, the Contractor(s) shall advise to the Corporation beforehand and take written permission from the concerned BPCL's nominated officer and also ensure that adequate care and precaution is taken for safe handling of the product. No additional charges will be paid by the Corporation for transshipment.

Accidents occurring during the course of Corporation's work should be reported by the Contractor to BPCL's nominated officer immediately. This should be followed by a detailed written report from the Contractor(s) enclosing FIR, surveyor's report, if any, photographs of the accident site and details of loss if any.

The Contractor(s) will be responsible for making necessary arrangements to salvage the product from the vehicle which has met with an accident and to arrange for its return to the corporation's Depot as directed. Any expenses on this account as well as the loss of product sustained will be on the Contractor's account.

Contractor shall be responsible for any in-transit loss/handling loss or damage to the material or drums.

## **29. PERFORMANCE OF THE CONTRACTOR:**

If at any time during the currency of this agreement the Contractor(s) 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 the agencies to perform the obligations 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.

In case the performance as reviewed by the concerned BPCL's nominated officer is found to be not satisfactory, the Corporation may take action as deemed fit including termination of contract and blacklisting to participate in future BPCL tenders for a period of five years.

## **30. DETENTION CHARGES:**

No detention charges shall be payable by the Corporation to the Contractor(s). However, all efforts will be made by the Corporation to avoid delays on its part.

## **31. CONTRACTOR(S) EMPLOYEES:**

i. For the purpose of carrying out this job the Contractor(s) shall employ or engage their own personnel. Persons so employed by the Contractor(s) shall not be deemed to be in employment of BHARAT PETROLEUM CORPN. LTD. and the supervision and control of such employees shall rest always with the Contractor(s).

ii. The Contractor(s) shall undertake that no person working for them is a foreigner and shall not allow the foreigner to enter into the premises declared by the Government as "protected places" which shall include Contractor's packed drum filling plant Taloja. The Contractor(s) further undertake to strictly abide by the Defence of India Act and Rules.

iii. If however, any claim is made by any employees of the Contractor(s) against the Corporation for wages, compensation or any sum or dues, the Contractor(s) agrees to indemnify the Corporation of all such claims and to pay all the expenses which the corporation may incur in defending any proceedings pursuant to such claims.

iv. Unauthorized driving of the vehicles by his men, who do not possess valid vehicle driving licenses within or outside the premises, shall not be permitted. The Contractor(s) and his men shall abide by the rules and regulations of Bharat Petroleum Corpn. Ltd. All safety precautions as per the Corporation's rules should be observed by the Contractor(s) and his/their men within the premises.



v. The Contractor(s) will indemnify the Corporation against the consequences arising out of their or their workmen's / servants / agent's default or negligence or violation or non-adherence to Municipal/State/Central Acts relating to the carriage of goods. Should the Corporation be held liable for any loss, damage or compensation to their parties arising in relation to the drum filling activity and transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Contractor(s). The Contractor(s) shall observe and comply with the requirements of the Minimum Wages Act, the ESI act and all other Industrial / Labour legislation for the time being in force or may later be brought into force governing the relationship between the employer and employees and also undertake to hold the Corporation indemnified against all claims, payments, losses, that Corporation may have to make or suffer on account thereof. The Contractor(s) shall whenever required by the Corporation or Government official authorized under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes. The Contractor(s) will accept liability for payment of compensation in accordance with the provision of the Workmen 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 all payments by way of compensation or otherwise which the Corporation may be called upon to make under the provisions of the said act to any such workmen as aforesaid and any expenses incurred by the Corporation in connection with any claim preferred by such workmen and/or against all actions, claims, and demands, whatsoever in respect of any loss, injury or damages whatsoever to any third party, person caused by the Contractor(s), their workmen, servants and agents. The Contractor(s) shall not engage any child or bonded labour for handling his work in connection with this contract or contravene any of the Government rules and regulation in this regard.

vi. The Contractor(s) should ensure that no person in the vehicle should smoke and no fire or other ingredients of ignition should be permitted in the vicinity of the vehicle. The vehicle engaged for transportation of Bitumen shall not carry any persons other than the crew along with the load.

vii. The Contractor, his executors and administrators (and in case of a Limited Company, its successors and assigns) shall hold BPCL harmless and indemnified from all claims, cost and charges for which BPCL shall be liable under the Minimum Wages Act, 1948, the Contract labour (Regulation & Abolition) Act 1970 and any amendments or modifications thereof, and all expenses it shall put there under through the acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of, any indemnity to which the Company shall be entitled in law.

viii. The Contractor should take orders from other parties only after BPCL's orders are fulfilled. Further, product of other parties would be kept segregated and co-mingling is not allowed.

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

x. All supplies to BPCL's customers shall be in the name of BPCL and on behalf of the BPCL and while invoicing to the customers, the contractor shall use the name of BPCL. Any other documentation including e-way bill, etc. will have to be carried out by the Contractor on behalf of BPCL, without any extra cost.

xi. The Plant shall belong to the Contractor and all the maintenance and repairs or improvements will be carried out by the Contractor at his own cost.

xii. All permits, explosives and other licenses will continue to remain in the name of the Contractor and license fee in this regard will be paid by the Contractor.

xiii. Except for delivery of the BPCL's products to BPCL's customers in terms of this agreement the Contractor shall have no right or authority to incur any obligations or liabilities or enter into any contract or transact any business whatsoever or act in the name and on behalf of the BPCL.

### **32. DAMAGES TO CORPORATION'S PROPERTY/ EMPLOYEE:**

a) The Contractor(s) shall remain at all-time 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(s), his/their agents, representatives or employees, 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 Contractor(s) the cost of repairs, and or the amount of loss or damages.

b) The Contractor(s) will be liable for any loss, any injury to Corporation's employee due to careless, negligent, inexperienced act or default of the Contractor(s), his/their agents, representative or employees.

### **33. THE OBLIGATIONS OF BPCL: BPCL shall:**

Arrange inward supply of the products (EMPTY DRUMS AND BULK BITUMEN) from its VENDOR / REFINERY.

34. The Contractor shall be bound to adhere to all the laid down procedures of BPCL regarding operation of the packed drum filling like product supply, maintenance and submission of the stock accounts and GST related documentation and formalities.

35. The drum filling Plant shall be used for stocking BPCL's products as advised by BPCL. BPCL shall have absolute rights to stock any product at the warehouse.

36. Duration of the agreement shall be for 4 years from the date of which the contractor commences the operation.

37. The Contractor shall keep the warehouse open on all days of the week except nominated weekly holiday of BPCL. The Warehouse will be normally kept open between 09:00 hrs to 18:00 hrs with maximum ½ hour lunch break. Subject to exigencies of work and statutory rules permitting, the packed drum filling premise will be kept open even beyond above time / days particularly for receiving the product and for executing urgent supplies without any additional charges thereof.

38. BPCL reserves the right to terminate the contract by giving one month's notice and in such an event, the Contractor shall be bound to hand over BPCL's products, records, stationery, and other facilities back to BPCL as per time frame fixed by BPCL's nominated officer. However BPCL also reserves the right to terminate the contract without any notice to that effect, in the event of any conduct by Packed Drum filling Contractor which is contrary to the interest / policies of BPCL or in the following circumstances.

a) If the Contractor is found negligent or incapable of carrying out the work contemplated in this agreement.

b) If the Contractor is found guilty of breach of any of the covenants, conditions and stipulation on his part contained in this Agreement.

c) If the Contractor will commit or suffer to commit any act which, in the opinion of nominated officer of BPCL by whatever name called, is in violation of any of the condition contained in this Agreement or is prejudicial to the interest or good will of BPCL or their products or brand.

d) If the Packed Drum filling Contractor's firm, its' proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.

e) If attachment in execution of a decree is passed against the drum filling activity, its proprietor or any of its partners.

f) If road permits or statutory licenses / permissions granted to COD firm or any statutory authorities' licenses are cancelled or revoked.

g) If any of the information submitted by the Packed Drum filling Contractor in the tender is found incorrect at any time.

h) Breach of any of the terms or conditions of this Agreement by the COD.

i) If the Packed Drum filling Contractor causes disruption in supply of packed/ bulk Bitumen products. The decision of the Company will be final and binding on the COD.

j) On the death or retirement of proprietor or any of the partners of the COD firm. However, in case, Company does not exercise this option, the Agreement shall continue as between the Company and surviving / continuing partners of the Carrier. The legal representatives of the deceased partner or the retiring partner himself shall be liable for all the obligation of the carrier incurred up to the date of death or retirement but shall not be entitled to claim from the company any portion of Security Deposit. Company shall account for Security Deposit to the surviving or continuing partners. The death or retirement of any partners shall be notified by the Carriers to the Company in writing within 24 hours of such death or retirement.

k) If the Contractor or its employees 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.

l) If the Contractor, its proprietor or any partners or his employees misbehaves (abuse/ threat/ assault/ manhandles) with the customers or with the employee of the BPCL.

39. BPCL shall have the right of appointing any other Contractor (s) for making direct supplies to its customers etc. at its sole discretion in the event the operations are taken over by BPCL from the Contractor as explained above, without being liable to pay any compensation or charges to the Contractor.

40. Upon termination of this Agreement for any reason whatsoever, the Contractor will cease to have any right to continue as Contractor of BPCL and will promptly hand over BPCL's properties, stocks, records, stationery; etc to BPCL's authorized representative.

Further, account shall be drawn up and balance payment if any, after accounting for damages / contaminated stocks etc. would be paid to the Contractor within fifteen days.

Liquidated damages of ₹ 5,000/- (Rupees five thousand) per day shall be payable by the Contractor to BPCL in case of delays in completing handing over of all documents / products / assets beyond the time frame stipulated by BPCL nominated officer.

41. The Contractor shall not change constitution of its firm nor dissolve the partnership nor admit new member as partner or allow any partner to withdraw from the partnership without obtaining the previous written consent of BPCL. Further, in the event of death of any of the partner or partners of the Contractor, BPCL shall be entitled to terminate the agreement forthwith or if such right is not exercised within reasonable time, continue the agreement with remaining partners or legal heirs where all the partners are deceased.

All notices to be sent by either party to the other shall be deemed to be duly communicated if delivered to the other party against acknowledgement at its address referred to in the title of this agreement or sent by Registered A.D.Post.

#### **42. PAYMENT OF SECURITY DEPOSIT**

Successful bidder(s) shall furnish Security Deposits for this contract in the form of Bank Guarantees as mentioned follows:

Performance bank guarantee = 3% of the annual contract value

Bank Guarantee for inventory (drums / product) holding:

Successful bidder with 100% job allocation	= ₹ 154 lakh
Successful bidder with 80% job allocation	= ₹ 123 lakh
Successful bidder with 20% job allocation	= ₹ 31 lakh

All bank guarantees shall be in favour of Bharat Petroleum Corporation Limited, Mumbai from any Nationalized / Scheduled bank valid for the period of 66 months from date of LOI, within 15 days from the date of issuance of LOI, for due fulfilment of terms of the tender / agreement. Performa of the Bank Guarantee is enclosed to this tender as **Annexure 4**. The same to be extended once the contract period is finalized.

BPCL reserves the absolute right to make the changes in security deposits as per the business needs.

Upon successful bidder's failure to submit the Security Deposit within 15 days from the date of LOI, BPCL shall have right to cancel the award of contract without giving any further notices or reasons.

Please note that no interest shall be payable on the security deposit.

#### **43. INVOCATION OF SECURITY DEPOSIT**

BPCL shall be at liberty to invoke the Bank Guarantee(s) of the aforesaid security deposit or forfeit security deposit partly or fully for any amount recoverable from the contractor for product or drum shortage or any other amount due or payable by the contractor or for non-renewal of bank guarantee or for non fulfilment of packing commitment or liquidated damages as stipulated under main clause no. 50 of tender document.

44. BPCL shall have the right to enter upon the Contractor's premises at any time for inspection / verification, and to conduct audit of systems, machineries & premises.

#### **45. NO ASSGINEMENT:**

The Contractor shall not assign the work or any part thereof to another party without prior written consent of BPCL and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of its obligation under this Contract.

#### **46. ARBITRATION CLAUSE**

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 Mumbai.
- (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”

#### **47. JURISDICTION**

The Contract shall be deemed to have made in Mumbai and shall be construed according to the laws of India and the performance by the Corporation of any part herein contained shall be considered due in Mumbai for the purpose of jurisdiction.

#### **48. SEVERANILITY**

If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.

#### **49. AMENDMENTS**

Both the parties acknowledge and agree to negotiate in good faith any amendments to this Agreement proposed by either of them, and ensure that any agreed amendment shall be effective only if set out in a document signed on behalf of each of them.

#### **50. WAIVER**

Failure of either party to require performance of any provision of this Agreement shall not affect such party's right to full performance thereof at any time thereafter, and any waiver by either party of a breach of any provision hereof shall not constitute a waiver of similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by an authorized representative of the concern party.

51. Both parties confirms that no benefit, either in cash or in kind has been provided by them to any officer or employee, or any relative / associate of any officer or employee of other party or of any of its associate companies, in order to procure this Agreement. Parties further undertakes that they shall not provide any benefit either in cash or kind to any such office/employee/relative/associate as reward or consideration either for retaining this Agreement or for any other matter relating to this Agreement.

The Contractor will at all times fully indemnify BPCL from and against all losses, damages, claims, suits and otherwise arising from and in connection with injury to persons or property, short deliveries or otherwise, provided such a loss is not caused due to the negligence of BPCL employee.

52. The rights granted under this agreement are not transferable and the Contractor shall not under any circumstances sell, dispose off, or assign or delegate or part with the BPCL property namely – Bitumen, filled / empty drums etc. to any person or persons or firm whatsoever without the previous written consent of BPCL.

53. Any notice required to be given to the Contractor by BPCL shall be deemed to be duly received and served on the Contractor, if such notice has been addressed to the Contractor at the last known address of the Contractor and has been sent by Courier / Registered Post. Any notice required to be given to BPCL by the Contractor shall be deemed to be duly received by and served on BPCL, if the envelope containing such notice has been addressed to concerned BPCL Officer-in-charge at its office: Bharat Petroleum Corp. Ltd, Marketing Office, 3<sup>rd</sup> Floor, Priyadarshini Building, SION-Trombay Road, Eastern Express Highway, SION, Mumbai – 400 022, and has been sent by Registered Post.

This agreement sets forth the entire agreement and understanding between the parties to the subject matter and neither party shall be bound by any condition or understanding or representation with respect to the subject matter of this agreement except as duly set forth on or subsequent date hereof in writing and signed by the party or by a proper duly authorized representative.

This agreement shall remain in force from ----- to -----.

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

**Signed and delivered by the within named Packed**



**Drum filling Contractor.**

**Affix passport size photograph.**

In the presence of:

(1)

(2)

**Signed and delivered by the duly constituted Attorney of  
BHARAT PETROLEUM CORPN LTD,**

In the presence of:

(1)

(2)

Photograph of contractor.



**SCHEDULE: A****INFRASTRUCTURE & FACILITIES REQUIRED AT BITUMEN DRUM FILLING & STORAGE PLANT**

<b>Sl. No.</b>	<b>Infrastructure and Facilities</b>	<b>For 80% job allocation</b>	<b>For 20% job allocation</b>
1	Calibrated Bulk Bitumen storage tanks separate for VG10, VG30 & VG40 with minimum capacity of 50 MT	Storage - VG10-200 MT, VG30-100 MT & VG40-50 MT	Storage - VG10-50 MT & VG30-50 MT
2	Thermic fluid heater to maintain temperature of bulk bitumen	With adequate capacity	With adequate capacity
3	Bitumen unloading facility	Unloading vessel & adequate insulated pumps	Unloading vessel & adequate insulated pumps
4	Electronic weigh bridge for weigment of bulk bitumen TTs, Emty drum trucks and trucks for transportation of packed bitumen drums	60 MT capacity with least count of 20 Kg	60 MT capacity with least count of 20 Kg
5	Electronic Weigh scale for weighing filled bitumen drums	500 Kg capacity with least count of 20 gm.	500 Kg capacity with least count of 20 gm.
6	Filling machines with entry & exit conveyors	3 nos.	1 nos.
7	Bitumen filling facility	Insulated Pumps & pipelines	Insulated Pumps & pipelines
8	Forklift	3 nos. (Minimum)	1 nos. (Minimum)
9	Space for storage of empty drums and lids	4000 nos.	1000 nos.
10	Space for storage of filled drums	16000 nos.	4000 nos.
11	DG set (Standby)	Having adequate capacity for unintrrupted plant operations.	Having adequate capacity for unintrrupted plant operations.
12	Fire extiguishers and sand buckets for safety and security of equipment and product	Adequate	Adequate
13	Office block	150 sq mtr	100 sq mtr
14	Boundry wall	Around plant of minimum 6 feet high	Around plant of minimum 6 feet high
15	Security	24 X 7	24 X 7
16	PC / LAPTOP	Intel i5 with minimum 2GB RAM / Windows 7 OS / 17" color monitor	Intel i5 with minimum 2GB RAM / Windows 7 OS / 17" color monitor
17	Internet Connection	WIFI	WIFI
18	Printer	Lazer-Jet desktop printer	Lazer-Jet desktop printer
19	UPS	Having adequate capacity for uninterrupted office operations.	Having adequate capacity for uninterrupted office operations.
20	Telephone / Mobile phone	Minimum 2 nos.	Minimum 2 nos.
21	Office furniture	Table, Chairs, Cupboard, Filing racks	Table, Chairs, Cupboard, Filing racks
22	Tank lorries for transportation of Bulk Bitumen ex-BPCL Mumbai Refinery	11 nos. (with minimum capacity of 20 MT and above)	03 nos. (with minimum capacity of 20 MT and above)

## SCHEDULE: B

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

(A) Increase/ decrease in the transportation rate in Paise per KL per KM will be as per the following formula:

Increase / Decrease in 1 litre of lowest RSP HSD at Mumbai at BPC R.O. (with following clarifications)

$$Q \times 3.5$$

Where Q represents notional capacity of a truck and it is taken as 20 MT and 3.5 represent distance (3.5 kms), which a truck can run with 1 lit of HSD (loaded or otherwise) for the purpose of calculations.

#### NOTE:

- 1) The escalation / de-escalation of transportation rates shall be allowed every month i.e. on 1st January, 1st February, 1st March etc. as per the formulae given in Schedule-B of the Contract Agreement (Annexure-1)
- 2) Escalation / de-escalation shall be applicable as per increase / decrease in RSP (Lowest Retail selling price) of HSD, which will be the weighted average of the RSP of HSD of reference market during immediate previous month, and the new transportation rates arrived at on the above date shall be applicable for subsequent month.
- 3) Only the increase / decrease in RSP of HSD at Mumbai in BPC R.P.O. shall be considered and the escalation / de-escalation factor shall apply. In case of any dispute, the decision of BPCL shall be final and binding.

The lowest retail-selling price of HSD as on the 01.12.2020 is ₹ 79.00 shall be considered as the base price.

**INTEGRITY PACT****Between**

Bharat Petroleum Corporation Ltd (BPCL) hereinafter referred to as “The Principal”,

And

M/s \_\_\_\_\_ hereinafter referred to as  
“The Service Provider”

**Preamble**

The Principal intends to award, under laid down organization procedures, contract/s for Outsourcing of Bitumen Drum Filling & Handling Activity. The Principal values full compliance with all relevant laws and regulations, and the principal of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve this goal, the Principal co-operates with the renewed international Non-Governmental Organization “Transparency International’ (TI). Following TI national and international experience, The Principal will appoint an external independent 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:

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

ii. 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.

iii. The Principal will excluded from the process all know prejudiced persons.

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

## **Section 2– Commitments of the Bidder / Contractor**

(1) The Principal 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.

i. The Bidder/Contractor 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.

ii. The Bidder/Contractor will not enter with other Bidder 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 bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

iii. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further The Bidder/Contractor will not use improperly, for purpose 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 proposal and business details, including information contained or transmitted electronically.

iv. The Bidder/Contractor will, when presenting his bid, disclose any and all payment 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 will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 – Disqualification from process and exclusion from further 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 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 have committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled

also to exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusive will be determined by the severity of the transgression. The severity will be determined by the circumstance of the case, in particular the number of transgression, the position of the transgressor within the company hierarchy of the Bidder and the amount of the damage. The exclusive 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 evidence, 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 exclusive and further accepts and undertakes not to challenge or question such exclusive 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 can prove that he has restored/ recouped the damage caused by him and his 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 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 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 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 terminated for such reason.

## **Section 6 – Equal treatment of all Bidder / Contractor / Subcontractors**

- (1) The Bidder / Contractor undertake 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 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 – Criminal charges against violating Bidders/ Contractors/ Subcontractors**

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

## **Section 8 – External Independent Monitor / Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)**

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively 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 Contractors accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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/ 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 Contractor. 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 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) Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Outside Expert Committee members/ Chairman as prevailing with Principal.

(8) 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 Commissioner, Government of India.

(9) The word "Monitor" would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact being when both parties have legally signed it, If expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders. 06 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 Terminals. The Arbitration clause provided in the main tender document/ contract shall not be applicable for any dispute arising under Integrity Pact.

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

(3) If the Contractor 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 reminder 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 Contractor

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_.

(On a non-judicial stamp paper of ₹ 200/-as applicable on date and statute)

**INDEMNITY BOND**

This Indemnity Bond is executed on this ..... day of ..... Two thousand twenty by..... having its registered Office at ..... hereinafter called the “Contractor” (which expression shall mean and include, wherever applicable, the partner or partners of the firm and also include their or his respective heirs, executors, administrators, its successors and permitted assigns in law) in favour of Bharat Petroleum Corporation Limited, a Company registered under Indian Companies Act, 1913 having registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai 400 001 hereinafter called ‘THE COMPANY’ (which expression unless repugnant to the context shall include its successors and assigns)

WHEREAS the Company has awarded work to the said Contractor pursuant to Notice Inviting Tender Ref. \_\_\_\_\_ dated \_\_\_\_\_ and vide an Agreement dated \_\_\_\_\_ for Contractor Built, owned, and operated Bitumen packing and handling plant in and around Mumbai, for a period of 4 (Four) years on the rates, terms and conditions as per agreements signed and extendable for another one year at sole discretion of company. (hereinafter together referred to as the “Agreement”);

AND WHEREAS the Company will be handing over bulk bitumen, empty barrels and lids to the Contractor for the purpose of packing the bulk bitumen into barrels (drums) and packed specialty bitumen barrels (drums) for storage and to dispatch the same as per the instructions of the Company to customers and various locations.

AND WHEREAS, accordingly the Contractor will be possessed of and have control of the said bitumen, empty barrels and lids and filled specialty bitumen barrels (drums) owned by and belonging to the Company (hereinafter referred to as the “Product”);

AND WHEREAS the Company has agreed to give bulk bitumen, empty barrels and lids for packing and handling the same into barrels/ drums and filled specialty bitumen barrels (drums) on the terms and conditions as provided in the Agreement and also on the condition that the Contractor executes this Indemnity Bond in favour of the Company, on the following terms & conditions;

NOW THIS DEED WITNESSETH that pursuant to the same and in the premises, the said Contractor hereby agrees to indemnify and keep indemnified the Company, now and at all times in the future, against including but not limited to,, any loss, damage, liability, costs, charges and expenses and/or third party claim whatsoever, consequences, liabilities, penalties, legal costs etc. which the Company may incur or suffer due to:

(a) loss of or damage to the Product, barrels (drums), lids and filled specialty bitumen barrels (drums), in any quantity whatsoever, from the time when the Product barrels (drums), lids and filled specialty bitumen barrels (drums) is handed over to the Contractor or its transporter, agent etc. either at and from the premises of the Company or otherwise and till the time of its dispatch from the plant or premises of the Contractor in packed form to places/ customers/ persons duly authorized and advised by the Company or for any loss or damage to the Product barrels (drums), lids and filled specialty bitumen barrels (drums) during the time it is held by or with the Contractor, including by means of duly accounting for the Product, barrels (drums), lids and filled specialty bitumen barrels (drums) etc. at all stages of storage, packing, handling, dispatch etc.;

(b) non fulfilment or breach by Contractor of any of the terms and conditions of the Agreement, stated above, any unauthorised omission or commission or non-compliance of the terms and conditions of the Agreement by the Contractor, breach of the provisions of any applicable laws, statutory rules, regulations, policies by the Contractor etc.;

(c) all suits, cases, actions or other legal proceedings of whatsoever nature that might be initiated against the Company by any person in connection with or arising out of the non-fulfilment of the Contractor's obligations under the Agreement, any unauthorised omission or commission or non-compliance of the terms and conditions of the Agreement by the Contractor, breach of the provisions of any applicable laws, statutory rules, regulations, policies by the Contractor etc

(c) any loss or damages caused to the Company and including but not limited to the Product, due to any accident or negligence or fault of the Contractor or any of its/his employees, servants, agents or representatives of Contractor or at his instance;

(d) fraud or mischief caused by the Contractor or any of its/ his employees, servants, agents or representatives.

Any demand by the Company, pursuant to the present Deed, stating that the sum mentioned in the said demand is due to it towards this indemnity from the Contractor shall be final and conclusive as against the Contractor and will become payable by the Contractor to the Company forthwith failing which the Company shall become entitled to charge interest at the rate of 18% per annum on such sum due, till the date of payment of the amounts in the said demand.

This Indemnity has been executed by a duly authorized signatory.

SIGNATURE: .....

NAME:

(Signed as Proprietor / Partner / Director)

NAME & ADDRESS .....

OF THEIR FIRM .....

.....

.....

.....

**BEFORE ME**

**PUBLIC NOTARY**

**DRAFT BANK GUARANTEE**

1. In consideration of Bharat Petroleum Corporation Limited having its registered office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, P. B. No. 688, Mumbai – 400 001 (hereinafter called "BPCL" ) having agreed to exempt M/S \_\_\_\_\_ (Hereinafter called " Bitumen Packed Drum Filling contractor") from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between "BPCL" and the (I&C) "Bitumen Packed drum filling contractor" M/s \_\_\_\_\_ for (hereinafter called "the said Agreement") of the Security Deposit for the due fulfillment by the said (I&C) Bitumen Packed drum filling contractor of the terms and conditions contained in the said Agreement on production of Bank Guarantee for ₹ XXXXX lacs (Rupees XXXXXX. Lacs only), We \_\_\_\_\_ (name of the Bank) (hereinafter referred to as "Bank") at the request of M/S \_\_\_\_\_ ((I&C) Bitumen Packed drum filling contractor) do hereby undertake to pay to "BPCL" an amount not exceeding ₹ XXXXX . lacs (Rupees XXXXXX Lacs only) against any loss or damage caused to or suffered or would be caused to or suffered by "BPCL" by reason of any breach by the said Operator 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 "BPCL" 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 "Bitumen Packed drum filling contractor" of any of the terms and conditions contained in the said agreement or by reason of the Bitumen Packed drum filling contractor'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 ₹ XXXXX. Lacs (Rupees .XXXXXX. Lacs only).

3. We undertake to pay to "BPCL" any money so demanded notwithstanding any dispute or disputes raised by the "Bitumen Packed drum filling contractor" 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 Bitumen Packed drum filling contractor shall have no claim against us for making such payment.

4. We \_\_\_\_\_ (name of 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 the said agreement and that it shall continue to be enforceable till all the dues of "BPCL" by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till "BPCL" certifies that the terms and conditions of the said

Agreement have been fully and properly carried out by the said "Bitumen Packed drum filling contractor" and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ..... (date) we shall be discharged from all liabilities under this guarantee thereafter.

5. We \_\_\_\_\_ (name of the Bank) further agree with "BPCL" that "BPCL" 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 "Bitumen Packed drum filling contractor" 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 "Bitumen Packed drum filling contractor" 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 "Bitumen Packed drum filling contractor" for any forbearance, act or omission on the part of "BPCL" or any indulgence by "BPCL" to the said "Bitumen Packed drum filling contractor" 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 Operator.

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

We confirm having read, understood & agree to comply above.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

RUBBER STAMP: .....  
OF THE FIRM

**PARTICULARS OF BIDDER**

**CATEGORY: SC / ST / GEN (Tick one)**

- 1. Name of the Firm of bidder : \_\_\_\_\_
- 2. (a) Regd. Office address : \_\_\_\_\_  
of the bidder
- (b) Address for Correspondence : \_\_\_\_\_
- 3. Phone No. (With STD code) : \_\_\_\_\_
- 4. Fax No. : \_\_\_\_\_
- 5. Mobile No. : \_\_\_\_\_
- 6. E-Mail address : \_\_\_\_\_
- 7. Status of the Bidder (Individual, Proprietor, Partnership, Limited Company, Co-operative Society, Others-pls. specify) : \_\_\_\_\_
- 8. Registration no : \_\_\_\_\_  
(Certificate attached)
- 9. Past experience of similar nature of job handled during any continuous 12 months period in the last 7 (seven) years.

10. Manpower profile of the Bidder:

No	Name of the person	Qualification	Age	Experience

- 11. Year of Establishment : \_\_\_\_\_
- 12. PF Registration No. (Copy attached) : \_\_\_\_\_
- 13. ESI Registration No. (Copy attached) : \_\_\_\_\_
- 14. Permanent Income Tax No. (PAN) : \_\_\_\_\_  
(copy attached)



15. Income Tax Clearance : \_\_\_\_\_  
Certificate for last 3 consecutive financial years (\_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_)  
(Copy attached)

16. GST Registration No. : \_\_\_\_\_  
(Copy attached)

17. Name & Address of the Proprietor/Partners: \_\_\_\_\_  
or Directors (wherever applicable)

18. a) Name of Bankers with full address : \_\_\_\_\_  
b) Style of Account and A/C No. : \_\_\_\_\_

19. Whether Bidder, Prop. or any of the  
Partners / Directors are related (as \_\_\_\_\_  
defined under Company's Act 1956) \_\_\_\_\_  
to any of Directors of Company to \_\_\_\_\_  
which tender is being submitted. If \_\_\_\_\_  
so, name of Director of Oil Company \_\_\_\_\_  
and nature of relationship. \_\_\_\_\_

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

21. We confirm that neither Bidder nor any Tank Lorry offered are involved in any litigation, which would tender the performance of any obligation impossible, in case the contract is awarded to us.

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

Name of person signing: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Date: Firm's Seal: \_\_\_\_\_

**BIDDER’S COVERING LETTER**

**FROM:**

**Date:**

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

**(Name and address of the Bidder)**

To,  
 DGM Logistics I/C (Indl), Mumbai  
 BPCL Marketing Office, 3<sup>rd</sup> Floor, Priyadarshini Building,  
 Sion – Trombay Road, Eastern Express Highway,  
 Sion, Mumbai 400 022

**Dear Sir,**

**SUB: TENDER FOR OURSOURICING OF BITUMEN DRUM FILLING AND HANDLING ACTIVITY**

In response to your notice inviting tenders for above, we confirm having carefully read, studied and understood various terms and conditions/documents downloaded with the tender and the same has been digitally signed for having read and the same in toto. We are also confirming that the following documents as per the check list given below shall be uploaded in the system duly filled in, and shall submit manually, if selected for Job. Land documents and/or EM II certificate along with CA certificate as per Attchment - 11, (if applicable) shall be manually submitted before opening of the tender in system.

Write Y – for Document enclosed

Write N – for Document not enclose

**CHECK LIST FOR SUBMISSION OF DOCUMENTS ON LINE & MANUALLY.**

Sr. No.	Particulars	Submission of documents on-line only	Submission of Physical Document as part of Technical/ credential Bid in sealed Envelope

1	Tender document (page 1 to 118) duly signed and sealed along with Annexures - 1 to 3 under Bidders Login ID through e-procurement system on <a href="https://bpcleproc.in/EPROC/">https://bpcleproc.in/EPROC/</a>	√	
	Annexure 1 – Bitumen Packed Drum filling Contract Agreement along with Schedule A and B	√	
	Annexure 2 – Integrity Pact	√	
	Annexure 3 – Indemnity Bond	√	
2	Annexure 4 – Bank Guarantee	√	
3	Particulars of Bidder as per Attachment -1	√	
4	Bidder's Covering Letter as per Attachment - 2	√	
5	Details of relationship with BPCL Directors as per Attachment - 3	√	
6	Caste Certificate (wherever applicable) issued by Competent Authority as per format in Attachment - 4.	√	
7	Tender acceptance letter as per Attachment - 5	√	
8	Details of Tank Lorries offered as per Attachment - 6	√	
9	General Irrevocable Power of Attorney (POA) as per Attachment - 7	√	
10	Undertaking for Attached Tank Lorries as per Attachment - 8	√	
11	Oil Industry Transport Discipline Guideline (Version: 4.0) as per Annexure - 5	√	
12	Self-attested acknowledged copy of the Income Tax Return filed for last 3 consecutive financial years and the copy of PAN Card	√	
13	Self-attested copy of audited annual report (profit and loss account / Certification from CA) for last 3 consecutive financial years.	√	
14	Self-attested copies of Partnership Deed or Certificate of Incorporation	√	
15	Self-attested copies Trading License or company registration certificate	√	
16	Self-attested copies of RC book, Fitness, Road permit and Insurance of Tank Lorries offered.	√	
17	Affidavit as per Attachment - 9	√	
18	Attested copy of MSME registration along with certificate from CA as per Attachment - 10	√	√ (envelope A)

19	Details of Land	√	
20	Details of handling work of similar nature.	√	
21	Holiday Listing declaration as per Attachment -11	√	
22	Declaration for Bid Security on letter head as per Attachment – 12	√	
23	Undertaking for applicability of PP-LC policy as per Attachment - 13	√	
24	Undertaking towards mandatory minimum LC as per Attachment - 14 & 15	√	
25	Certificate by Chartered Accountant (PP-LC) as per Attachment - 16	√	
26	Certificate by Statutory Auditors (PP-LC) as per Attachment - 17	√	
27	Acknowledgement - Social Media Policy for business partners as per Attachmemnt - 18	√	
28	Undertaking w.r.t. Compliance of Restrictions for Countries which share land border with India, as per Attachment - 19	√	

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

Thanking you,

Yours faithfully,

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

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

**(Signed as Proprietor/Partner/Director)**

**PLACE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DETAILS OF RELATIONSHIP WITH BPCL DIRECTORS**

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

Organizational structure	Part of the form applicable.
--------------------------	------------------------------

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

**PART – A**

(Applicable where Bidder is Sole Proprietor)

1. Name:
2. Address: Residence: Office:
3. State whether bidder is related to any of the Director(s) of BPCL: YES / NO
4. If 'Yes' to 3, state the name of BPCL's Director and Bidder's relationship with him / her.

Place: SIGNATURE OF BIDDER

Date:

**PART – B**

(Applicable where the Bidder is a partnership firm)

1. Name of the partnership firm responding the tender:
2. Address:
3. Name of partners:
4. State whether any of the partner is a Director of BPCL: YES / NO\*

5. If "Yes" to 4, state the name(s) of BPCL Director.

6. State whether any of the partner is related to any of the Director(s) of BPCL: YES / NO\*

7. If "Yes" to 6, state the name(s) of BPCL Director and the concerned partner's relationship with him / her.

\*Strike off whichever is not applicable.

Place:

Date:

---

### PART – C

(Applicable where the Bidder is a Public/Private Ltd. Company / Co-operative Society)

Name of the Company responding the tender:

Address of: (a) Registered Office:  
(b) Principal Office:

1. State whether the Company is a Pvt. Ltd. Co. or Public Co. or Co-operative Society.

2. Names of Directors of the Company/Co-operative Society

3. State whether any of the Director Of the Bidder/Company is a Director of BPCL:  
Yes/No

4. If 'Yes' to (5) state the name(s) of the BPCL Director.

5. State whether any of the Director of the Bidder Company is related to any of the Directors of BPCL: Yes / No\*

6. If 'Yes' to 7, state the name(s) of BPCL's Director & the concerned Director's (of the bidder Co.) relationship with him / her.

\*Strike out whichever is not applicable.

Place:

Date:

**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.

Name of the Employee of the Contractor

Name and Designation of the Officer of the Corporation

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

Place:

Signature & Seal

Date:

**DECLARATION 'C'**

The Bidder is required to state whether he is a relative of any Director of our Corporation or the bidder 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 Bidder 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:



Date:

Signature & Seal

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.

### **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 Daughter's Husband
19. Brother (including Step Brother)
20. Brother's Wife.
21. Sister (including Step Sister)
22. Sister's Husband

**SC/ST CERTIFICATE**

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

---

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

**FORM OF CASTE CERTIFICATE**

1. This is to certify that Shri / Smt / Kumari\* son /daughter\* of .....of village /town\* .....in district / division\*.....of the State / Union Territory\* ..... belongs to the .....caste / tribe\* which is recognized as Scheduled Caste / Scheduled tribe\* under:

@The Constitution (Scheduled Castes) Order, 1950

@The Constitution (Scheduled Tribes) Order, 1950

@The Constitution (Scheduled Castes) (Union Territories) Order, 1951

@The Constitution (Scheduled Tribes) (Union Territories) Order, 1951

(As amended by the Scheduled Castes and Scheduled Tribes Lists (Modification) Order, 1956, The Bombay Reorganization Act, 1960. The Punjab Reorganization Act, 1966, The State of Himachal Pr. Act. 1970, the North Eastern Areas (Reorganization) Act, 1971 and Scheduled tribes Orders (Amendment) Act, 1976)

@The Constitution (Jammu & Kashmir) Scheduled Castes Order, 1956

@The Constitution (Jammu & Kashmir) Scheduled Tribes Order, 1989

@The Constitution (Andaman & Nicobar Islands) Scheduled Tribes Order, 1959

@The Constitution (Dadra & Nagar Haveli) Scheduled Castes Order, 1962

@The Constitution (Dadra & Nagar Haveli) Scheduled Tribes Order, 1962

@The Constitution (Pondicherry) Scheduled Castes Order, 1964

@The Constitution Scheduled Tribes (U.P.) Order, 1967

@The Constitution (Goa, Daman & Diu) Scheduled Castes Order, 1968

@The Constitution (Goa, Daman & Diu) Scheduled Tribes Order, 1968

@The Constitution (Nagaland) Scheduled Tribes Order, 1970

@The Constitution (Sikkim) Scheduled Castes Order, 1978

@The Constitution (Sikkim) Scheduled Tribes Order, 1978

2. Application in the case of Scheduled Castes/Scheduled Tribe persons who have migrated from one State / U.T:

This certificate is issued on the basis of the Scheduled Castes / Scheduled tribe

Certificate issued to Shri / Smt\* \_\_\_\_\_ father / mother of Shri / Smt / Kumari\* \_\_\_\_\_ in District / Division \_\_\_\_\_

of the State / Union Territory\* \_\_\_\_\_ who belong to the \_\_\_\_\_

Caste / tribe\* which is recognized as a Scheduled Caste / Scheduled tribe\* in the State / Union Territory\* \_\_\_\_\_ issued by

the \_\_\_\_\_ (Name of prescribed authority) vide their no. \_\_\_\_\_ dated \_\_\_\_\_

3. Shri / Smt /Kumari\* \_\_\_\_\_ and/or his / her\* family ordinarily reside(s) in village / town \_\_\_\_\_ of \_\_\_\_\_ District / Division of the State / Union territory of \_\_\_\_\_

Signature.....

Place.....State/Union Territory

Date..... Designation.....

(With seal of Office)

\* Please delete the words, which are not applicable.

@ Please quote specific Presidential Order.

% Delete the paragraph, which is not applicable.

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

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

1. District Magistrate/Additional District Magistrate/Collector /Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/City Magistrate/Sub-Divisional Magistrate/Taluka Magistrate/Executive Magistrate/Extra Assistant Commissioner (not below the rank of 1st Class Stipendiary Magistrate).

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 Administrator/Development Officer (Lakshadweep Islands).

**Tender Acceptance Letter  
(To be given by Bidder's on Letter Head)**

To,  
The DGM Logistics I/C (I&C), HQ  
BPCL Marketing Office, 3<sup>rd</sup> Floor, Priyadarshini Building,  
Sion – Trombay Road, Eastern Express Highway, Sion, Mumbai 400 022

Subject: Acceptance of Terms and Conditions of Tender

Name of the Tender: {**TENDER NO. - CRFQ 1000364384 - e-TENDER FOR OUTSOURCING OF BITUMEN DRUM FILLING & HANDLING ACTIVITY**}

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' as the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I /We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No.\_\_\_\_\_ to \_\_\_\_\_ (including all documents like Annexure(s), schedule(s), attachment(s) etc.), which form part of the contract agreement and I/We shall abide hereby by the terms and conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have been taken into consideration, while submitting the Acceptance Letter.

4. I / We unconditionally accept the tender conditions of the above mentioned tender document(s)/ corrigendum(s) in its totality / entirety.

5. I /We do hereby declare that our Firm/Company has not been blacklisted / debarred by any Government Department / Public Sector Undertaking.

6. I / We certify that all information furnished by our Firm/Company is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Name and Signature of Authorized Signatory with Seal)

Full Name  
Address  
Tel No.  
Date:

**TECHNICAL BID****ATTACHMENT - 6**

FORM – 'B'

STATEMENT TO BE FURNISHED BY BIDDER IN RESPECT OF OWN / ATTACHED TANK-LORRIES OFFERED IN THE TENDER  
**(Particulars to be filled by the bidder)**

Name of the Bidder: \_\_\_\_\_

Sr No.	1	2	3	4	5	6	7	8	9	10
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 Bidder:										
Affidavit furnished by the Owner (Y/N)										
Age of t/l (as on from the date of publishing of tender <b>(03.02.2021)</b> )										
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)										
Location for which Tank Lorry is offered										

\*If more than 10 t/l's are offered, please use additional sheet.

1. Please attach a self-attested photocopy of the RC Book of the each tank-lorry offered, both owned & attached t/l's) in the tender.

2. For attached tank-lorries, an affidavit from the Owner/s of the tank-lorry as per the format provided must be attached in original.

3. The tank-lorries offered should not be more than 7 years old as on the date of publishing of tender i.e. **03.02.2021**. Moreover, if any t/l offered in this contract completes 7, the contractor must provide a replacement t/l as per the terms of the contract.

**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 tank-lorry or me as a transporter can be taken by BPCL.

**Signature:** \_\_\_\_\_  
(Signed as Proprietor/Partner/Director)

**Name:** \_\_\_\_\_

**Name / Seal of the firm:** \_\_\_\_\_

**DATE/PLACE:** \_\_\_\_\_

**TECHNICAL BID**

**ATTACHMENT - 7**

**GENERAL IRREVOCABLE POWER OF ATTORNEY**

(On Non-judicial stamp paper of ₹ 100)

We, the undersigned (Bidders for Bitumen Drum Filling and Handling Activity contract) 1) Shri \_\_\_\_\_ 2) Shri \_\_\_\_\_ 3) Shri \_\_\_\_\_ all residing at \_\_\_\_\_ the Partner(s)/Director(s) of M/s. having its registered office at do hereby nominate, authorise 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 behalf of our firm.

i) To sign, seal execute, perfect and/or complete the tender documents of Bitumen Drum Filling and Handling Activity (Tender no.- BPC/I&C/WR/03/Bitumen Packing/2021), by the bidder and also relevant documents required by M/s. BPCL a company incorporated under the Companies Act, 1956 and having its Registered Office at Bharat Bhavan, 4&6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001, hereinafter called the “Company” (which expression shall include its successors and assigns in law) in respect thereof.

ii) To negotiate, enter into correspondence with the Company and do all everything necessary suitable or proper with regard to the said tender for Bitumen Drum Filling and Handling Activity.

iii) To sign, seal execute, perfect and / or complete Agreement for providing Bitumen Drum Filling and Handling Activity with regard to the tender no.- BPC/I&C/WR/04/Bitumen Packing/2021 by the bidder and all and/or any other document, Indemnity bonds etc., required by the Company in connection with the said Bitumen Drum Filling and Handling Activity Agreement.

iv) To do all acts, deeds as may be necessary for and incidental to the execution of and proper performance of the said Bitumen Drum Filling and Handling Activity Agreement with BPCL.

We the said Partner(s)/Director(s) do hereby agree to allow, verify and confirm all and whatsoever the said Shri \_\_\_\_\_ and Shri \_\_\_\_\_ shall or may do or cause to be done in or about the said tender and the Agreement, 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 / Bitumen Drum Filling and Handling Activity Agreement / or refund of our Security Deposit, whichever is later.

In witness whereof, we have here-into set and subscribed our hands at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and twenty (2021).

**SIGNATURES**

Signed Seal and delivered by  
the within named Partners / Directors of  
M/s.  
Before me

1) Shri \_\_\_\_\_

2) Shri \_\_\_\_\_

3) Shri \_\_\_\_\_

Notary Public  
Notary’s Stamp)



**(On Non-Judicial Stamp Paper of ₹ 100/- or as prescribed in the respective State)**

**AFFIDAVIT**

I/We \_\_\_\_\_, S/O Shri \_\_\_\_\_ resident of \_\_\_\_\_, do hereby solemnly affirm and declare as under:

1. That, I am / we are the owner/s of the following tank-lorry / tank-lorries:

Registration No.	Chassis No	Engine No.	Make / Model
------------------	------------	------------	--------------

i)

ii)

iii)

iv)

v)

2. That, the aforementioned tank-lorries are attached and shall remain attached with M/s. \_\_\_\_\_ (vendor name) till the validity of \_\_\_\_\_, if awarded by M/s. Bharat Petroleum Corpn. Ltd in favour of M/s. \_\_\_\_\_ (vendor name).

3. That, during the said contract period, M/s. \_\_\_\_\_ (vendor name) shall have full rights of operating the said tank-lorry / tank-lorries and receiving consideration for such operation.

**DEPONENT**

**VERIFICATION:**

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

**DEPONENT**

Verified at \_\_\_\_\_ on \_\_\_\_\_.

**Notary Public**

**(On Non-Judicial Stamp Paper of ₹ 100/- or as prescribed in the respective State)**

**AFFIDAVIT**

I/We \_\_\_\_\_, S/O Shri \_\_\_\_\_ resident of \_\_\_\_\_, being an applicant/bidder for the tender process of BPCL, do hereby solemnly affirm and declare as under:

1. That I have not been convicted by any court nor have any charges been framed against me by any court of law; for any economic offences or offences involving moral turpitude (other than freedom struggle).
2. That no proceedings in respect of any criminal offence alleged to have been committed by me are pending before any criminal court in India.
3. That if any information/declaration given by me in my tender bid submission or in any document submitted by me in support of tender bid submission or in this affidavit shall be found to be untrue or incorrect or false, Bharat Petroleum Corporation Ltd would be within its rights to withdraw the letter of intent / terminate the agreement (if already executed) and that I would have no claim, whatsoever, against the Corporation for such termination.

**DEPONENT**

**VERIFICATION:**

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

**DEPONENT**

Verified at \_\_\_\_\_ on \_\_\_\_\_.

**Notary Publi**

Date: \_\_\_\_\_

**CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC  
PROCUREMENT POLICY**

Ref: Tender No..... for.....

This is to confirm that we have verified the investment limits and other details of Unit \_\_\_\_\_ pertaining to M/s \_\_\_\_\_ and certify that they satisfy the eligibility criteria as per MSMED Act, 2006 and other notifications/circulars issued from time to time in this regard. Accordingly, M/s \_\_\_\_\_ is a Micro/Small enterprise under the said Act and are eligible to claim the benefits of public procurement policy for the tender mentioned above.

**In case applicable:**

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under SC/ST provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to SC/ST under the act.

**In case applicable:**

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under Women Entrepreneur provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to Women Entrepreneur under the Act.

**(Membership No. of CA along with certification / stamp)**

**OIL INDUSTRY TRANSPORT DISCIPLINE GUIDELINES****VERSION: 4.0****PREAMBLE**

The First Oil Industry Transport Discipline Guidelines (ITDG) for transportation of bulk petroleum products by road was prepared in 2007, which was revised in 2009 and in June 2014. Now, in view of new initiatives taken by OMCs with regards to improving the effectiveness of Vehicle tracking system and certain changes made in tender conditions about Marker Testing etc. as advised by MOP&NG.

A need was felt, to revise the existing Oil Industry Transport Discipline Guidelines by way of issue of an amendment to clauses as explained in annexure-I. Accordingly, a committee comprising following members studied the issues involved and revised the existing Oil Industry Transport Discipline Guidelines to be implemented effective 23.03.2016.

**COMMITTEE MEMBERS:**

<b>S.N.</b>	<b>Name</b>	<b>Designation</b>	<b>Signature</b>
1	Mr. N.Manohar Rao (Convener)	General Manager- (Operations), Bharat Petroleum Corporation Ltd. Retail Head Quarters, Mumbai.	
2	Mr. S.Balasubramanian	Executive Director- I/C. (Supplies). Indian Oil Corporation Ltd. Head Office, Mumbai	
3	Mr. Anil Pande	Executive Director (O&D) and (P&P)-additional charge. Hindustan Petroleum Corporation Ltd. Head Office, Mumbai.	

## CONTENTS

Chapter No.	Contents	Page Nos.
1	Introduction	4
2	Transportation	5 -7
3	Product Loading	8
4	Product Receipt	9-12
5	Tank Truck / Tank Lorry Monitoring	13
6	Vehicle Tracking System	14
7	Health ,Safety & Environment	15
8	Adulteration/Malpractices/ Irregularities/Penalties	16-20
	Annexure – I & II	21-22

## OIL INDUSTRY TRANSPORT DISCIPLINE GUIDELINES

### 1. INTRODUCTION

#### 1.1 Objective

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

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

#### 1.2 Purpose

The purpose of Industry Transport Discipline Guidelines is to ensure that:

- 1.2.1 Petroleum products are filled in TT in accordance with Industry Quality Control Manuals.
- 1.2.2 Petroleum products are transported and delivered to dealers/direct customers and receiving locations in good condition conforming to the specifications.
- 1.2.3 A well defined system of checks exists at various stages of handling of petroleum products.

### **1.3 Scope**

- 1.3.1 The procedure/code outlined in these guidelines are only the minimum required in order to ensure quality and quantity of the petroleum products during receipt, storage, transit and delivery. Therefore, standard operating procedures with due regard to safety in handling of petroleum products in general shall be followed as laid down in the respective safety and operations guidelines/manuals. It is expected that such standard procedures will be followed at all times in addition to the instructions contained in the following chapters of these guidelines.
- 1.3.2 Changes, if any, in these guidelines will be advised through serially numbered amendments and will be displayed at the location notice board/website. The amendment record (Annexure-I) of these guidelines shall be updated accordingly. These changes will be implemented with effect from the date of its amendment.

## **2. TRANSPORTATION**

### **2.1 Transport Agreement**

- 2.1.1 Industry Transport Discipline Guidelines (ITDG) shall be part of the transport agreement.
- 2.1.2 TT shall not be used for any product other than the designated petroleum products and will operate only for the Oil Company with whom the agreement has been entered into.
- 2.1.3 Carrier shall ensure that TT is painted and maintained as per the color scheme advised by the Oil Company from time to time. Carrier shall also ensure that the name of Oil Company & Logo is prominently displayed on the tank of TT and the name of the base location in the information panel as per the directions of the Oil Company.

### **2.2 Fitness of Tank Lorry**

- 2.2.1 Carrier shall be responsible for providing a TT fit in all respects to carry petroleum products and shall be transporting/delivering the same in good condition, as per specifications, to the dealers/direct customers/receiving locations and shall be held accountable for any malpractice/adulteration en route.
- 2.2.2 TT shall be duly approved for its design/fittings by Petroleum and Explosives Safety Organisation (PESO) Department. The carrier shall

be responsible for ensuring that the integrity of the TT fittings is maintained in accordance with the conditions laid down by the licensing authority at all times.

- 2.2.3 The original and a copy of the valid Explosives License shall be submitted to the loading location. Original certificate shall be returned to the Carrier after verification. TT shall carry valid Explosive License in original issued by Petroleum and Explosives Safety Organisation Department at all times.
- 2.2.4 TT without valid Explosives License shall not be utilized, unless authorized by Petroleum and Explosives Safety Organisation Department to use the TT pending renewal.
- 2.2.5 Carrier shall ensure compliance to various statutory rules and regulations, including provisions of Motor Vehicle Acts/Motor Vehicle Rules/The Carriage by Road Act in force at all times during the period of agreement.
- 2.2.6 Carrier as per the design given by the Oil Company from time to time shall provide the product sealing/security locking/electronic sealing arrangements (security locking system) as advised by Oil Company from time to time. The transporter to ensure that, the integrity of the locking arrangements is maintained against any tampering at all the times.
- 2.2.7 Carrier shall ensure that the Vehicle Mounted Unit (VMU) along with fittings & fixtures installed on the TT for tracking of the TT is kept always in working condition and its on/ off operation is done according to the instructions given by the Oil Company.

### **2.3 Calibration of Tank Lorry**

- 2.3.1 The original and a copy of the valid calibration certificate shall be submitted to the loading location. Original certificate shall be returned to the Carrier after verification. TT shall carry valid Calibration Certificate in original issued by Weights and Measure Department at all times.
- 2.3.2 TT shall be calibrated for single capacity in line with MV Act/Petroleum Rules/Weights & Measures Act.
- 2.3.3 Carrier to provide manhole on top of the tank in the geometrical center of the compartment of TT.



- 2.3.4 Carrier to provide dip hole/dip pipe in the geometrical center of the manhole with manhole fittings duly welded.
- 2.3.5 Datum Plate height should not be more than 10 mm from the bottom plate and should be shown in the drawing.
- 2.3.6 Tampering with calibration of vehicle in any manner shall be construed as a malpractice and penal action will be taken against the carrier as outlined under clause no. 8. Further, alleged product losses will be recovered from the carrier from the date of last calibration.
- 2.3.7 The calibration of the TT should be done at the calibration facility provided by the Oil Company or as directed by the Oil Company. Carrier shall produce TT for verification/ checking as and when required by the Oil Company.
- 2.3.8 Carrier shall provide brass/aluminum dip rods individual compartment-wise or single dip rod as per prevailing W&M rules.

## **2.4 Tank Lorry Accident**

- 2.4.1 In case of TT accident, the crew shall inform the nearest Police Station, loading location, carrier, nearest Oil Company location and shall guard the vehicle as well as product.
- 2.4.2 Carrier shall arrange to transfer/salvage the product in another fit TT immediately on receipt of the information, after obtaining permission from the Oil Company and various statutory authorities. Proper safety precautions are to be followed while transferring the product from the damaged vehicle.
- 2.4.3 Carrier shall complete all the statutory formalities including lodging of FIR & shall submit accident report to the base location. Non-lodging of FIR, not reporting the accident to the Oil Company shall be construed as a malpractice & penal action will be taken against the carrier as outlined under clause no. 8.
- 2.4.4 Spilled or trans-shipped product salvaged in TT/ barrels shall be brought to the loading location or the receiving location as advised by the Oil Company.
- 2.4.5 Draw three (six nos. in case of MS) composite samples (TMB), 1 liter each from each TT compartment/ barrel in the presence of carrier/TT crew carrying the salvaged product. Prepare sample tags as per specimen given in Annexure-II. Locking/ sealing of the TT/ barrel and

sample containers and signing on the sample tags shall be done jointly by the Oil Company representative and carrier/TT crew. One set of sample shall be sent to the Oil Company's lab for testing, one set to be given to carrier/TT crew and one set to be retained at the location.

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

## **2.5 Other formalities**

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

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

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

2.5.4 Carrier shall submit details of TT crew, verification of antecedents of the TT crew obtained from local Police and a copy of valid driving license of the driver, duly endorsed by RTO for having undergone training for transportation of hazardous goods as per MV Act/Rules, to the base location and obtain entry pass from the location.

2.5.5 Before embarking for the delivery it will be carrier's or his representative's responsibility to ensure that TT crew has :

- a. Correct Challan/ Invoice
- b. Correct TREM CARD and standing instructions
- c. Switched on the VMU.

2.5.6 The crew of the tank truck who are signing the Invoice at the loading location should deliver product at the destination. In case of substitution of crew due to any reason, the same should be done only after obtaining permission from the location.

## **3. PRODUCT LOADING**

### **3.1 Quality Control**

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

- 3.1.2 a. Sales document: Dispatch density of the product at 15<sup>0</sup> C Celsius shall be indicated on sales document.
- b. Stock transfer document: Dispatch temperature & density of the product at 15<sup>0</sup> C shall be indicated on stock transfer documents.

### **3.2 Sealing / Locking of Tank Lorry**

- 3.2.1 Security locking of the TT shall be done in accordance with the guidelines of the Oil Company.
- 3.2.2 Carrier to ensure that the integrity of the security locking system is intact at all times.
- 3.2.3 Carrier shall ensure that the TT is always in locked condition (as per security locking system) including on its return journey except during loading/unloading operation. Any act of tampering with the security locking system shall be construed as malpractice and action shall be taken against the carrier.

### **3.3 Log 'out', 'in' Time System And Delivery Route.**

- 3.3.1 The departure time from the loading location shall be recorded on the invoice/stock transfer document itself by the loading location and the dealer/direct customer/ receiving location shall record the arrival and departure time of the TT on the same document.
- 3.3.2 Carrier shall ensure that the trip time and the VTS route specified for the destination are strictly adhered to.

## **4. PRODUCT RECEIPT**

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

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

### **4.1 Actions to be taken on arrival of the TT**

#### **4.1.1 Recording of timings**

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

#### **4.1.2 Checking security locking system**

**4.1.2.1** The security locking system shall be checked and if it is found O.K then proceed to clause 4.1.3. If found tampered, then it will be construed as a malpractice and action shall be taken as mentioned in clause 4.2 and 8.

#### **4.1.2.2 Dip rod and Calibration checking**

The dip rod should match the calibration chart provided by Weights & Measures for markings at the dip level, proof level and the total length.

#### **4.1.3 Density checking**

On arrival of TT, dealer / customer shall check the density @15 deg C of product from each compartment. If the variation is found to be within +/- 3 kg/cum as compared with the invoice density, steps as mentioned in clause 4.1.4 to be followed. However, if variation in the observed density is beyond +/- 3 kg/ cum, the TT shall not be unloaded and action shall be taken as mentioned in 4.5.1.

#### **4.1.4 Retained Tank Lorry samples**

If density check is found to be within +/- 3 kg/cum, dealer/dealer's representative shall draw 2x1 liters of MS and/or 1x1 liter of HSD bottom samples (composite samples from all the compartments proportionate to the quantity of the product received in each compartment after removing approximately 20 liters of product from each compartment). Before drawing samples, the empty aluminum sample containers should be rinsed with the same product from the TT. Sample shall be sealed & labeled and jointly signed by dealer / dealer's representative and TT driver before unloading the TT.

The transporter will have the option to obtain another set of samples (2x1 liter of MS and/or 1x1 liter HSD) duly labeled and jointly signed, for retention. On such request from the transporter, dealer should hand over this set of samples against payment to the TT driver/transporter's representative. In addition, the carrier/TT driver will have to pay a deposit of Rs.300/- per sample container or as revised from time to time to the dealer.

In case the TT driver refuses to sign the label, TT shall not be unloaded and dealer shall contact supply location/field officer.

#### **4.1.5 Marker Testing**

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

The Marker Test is currently not applicable. However the same clause will be applicable as and when Marker Test is reintroduced”.

#### **4.2 Procedure for Dealing with Suspected Irregularities**

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

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

#### **4.3 Sampling Procedure for Suspected Irregularities**

##### **4.3.1 At the dealer / Direct customer premises**

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

to carrier/ TT crew, one set to be given to consignee/ consignee's representative and one set to be retained by the sales officer/ loading location

#### **4.3.2 Receipt at the locations**

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

#### **4.4 Testing of samples at lab**

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

#### **4.5 Testing of "Retained Tank Lorry Samples" at lab as per Clause no. 2.5(D) of MDG of 2012 effective 08-01-2013.**

##### **4.5.1 Testing for specifications**

Laboratory will test the RO sample, the last TT retention sample (TL1) and the corresponding supply location sample (SL1) simultaneously and compare the reproducibility / permissible limits of the test values. In case RO sample fails & TL-1 also fails but SL-1 passes, action shall be taken against the transporter of TL-1 as per clause 8.1 of ITDG. However, in case RO sample and supply location sample (SL1) meet the specification norms, no action is to be taken against the Tank truck.

In case RO sample fails and TL1 passes, then (the second last retention sample) TL2 & (supply location sample corresponding to TL2) SL2 will be tested. In case TL2 fails and SL2 passes, action shall be taken against transporter (TL2) as per clause 8.1 of ITDG.

*Note:* While collecting the samples from RO for testing at the lab, the field officer shall also collect TL2 in addition to TL1 and Nozzle sample so that TL2 can be tested immediately upon passing of TL1 and failure of RO sample.

#### **4.5.2 Testing for Marker**

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

The Marker Test is currently not applicable. However the same clause will be applicable as and when Marker Test is reintroduced”.

### **5. TANK TRUCK/TANK LORRY MONITORING**

- 5.1 Carrier having agreement with the Oil Company for a TT shall not enter into agreement with other company for the same TT. Carrier shall not enter into agreement with the Oil Company for the blacklisted TT. If it is subsequently proved that the carrier has entered in to agreements with other Oil Company for the same TT then it shall be construed as malpractice & penal action would be taken against the carrier as outlined under clause no.8.
- 5.2 The TT/ Carrier/ transporter blacklisted by any one Oil Company shall be construed to be black listed by all Oil Companies.
- 5.3 Carrier shall not enter into agreement with the Oil Company by submitting forged documents/ false information.
- 5.4 Bridging TT, only after verifying the product acknowledgement for the previous trip, and seeking clarification in the cases where trip time has exceeded, the TT will be accepted for loading.
- 5.5 In case a TT has not reported for delivery at the receiving location/destination after a reasonable transit time, carrier shall inform loading location and receiving



location/destination the reasons for delay and likely date/time of reporting. In case the Corporation does not find the reasons valid, action will be taken as per clause no. 8.

Even in case of valid reason, not informing the delay as above shall be construed as a malpractice and action will be taken against the carrier as outlined under clause no. 8.

5.6 Bridging TT arranged by receiving locations shall be accepted only on the basis of indent slips issued by receiving locations. The receiving location shall issue a serially numbered indent slip before it proceeds to the loading location for uplifting the product. In case of missing of such TT, action as mentioned in item 5.5 above shall be taken.

5.7 In case a TT is not received at the receiving location, action shall be taken against the carrier as outlined under clause no. 8.

## **6. VEHICLE TRACKING SYSTEM**

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

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

6.3 Carrier shall strictly follow the specified route authorised by the respective Oil Company. Any repetitive deviation from authorised route shall be construed as malpractice unless explanation given to the Location In-charge/nominated officer is accepted as an established genuine case. In case of any established deviation, action will be taken against the carrier as outlined under clause no. 8.2.2.

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

6.5 TT should not make repetitive un-authorized stoppages enroute at a particular spot. Such stoppages shall be construed as malpractice unless explanation given to the Location In-charge/nominated officer is accepted as established genuine case. If not, action will be taken against the TT/Carrier as outlined in clause 8.2.2.



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

6.7 Carrier shall ensure that TT does not exceed the speed limits prescribed by the concerned authorities. In case of repetitive/habitual over speeding, action shall be taken as per clause 8.2.2. Any accident shall be analyzed for over speeding and action shall be taken as per clause 8.2.2.

## **7. HEALTH, SAFETY & ENVIRONMENT**

- 7.1 All rules/ regulations and statutory requirements shall be strictly followed by the carrier and their work force i.e. drivers/ cleaners at the work place and on the road while transporting petroleum products.
- 7.2 Driver and cleaner shall wear retractable seat belt and uniform as specified by respective OMC, while driving vehicle.
- 7.3 No TT shall be plied by the driver without cleaner, either on the road or at any work place. The TT crew would not be permitted to enter the location premises without use of the personal protective equipment i.e. safety shoes, helmet, spectacles (wherever necessary).
- 7.4 The crew of TT shall check safety fittings, fitness conditions of vehicles to ply on road before the TT is brought for loading.
- 7.5 Safety procedures for unloading and loading of vehicles at the supply location as well as at the destination i.e. retail outlets, direct customer, supply location, etc. shall be strictly adhered to.
- 7.6 It shall be mandatory for all drivers to undergo refresher training course / training programs organized by the location.
- 7.7 The TT should be driven by driver having valid driving license duly endorsed by RTO for having undergone training to carry hazardous goods.
- 7.8 TT crew to undergo routine health check up once in every six months and certificate issued by the authorities to be submitted to the loading location.
- 7.9 The carrier shall ensure that the TT crew are not in intoxicated state while on duty.
- 7.10 Any deviation from/violation of above requirements shall be construed as an irregularity and action will be taken against the carrier as outlined under clause

no.8.

## **8.0 ADULTERATION/ MALPRACTICES/ IRREGULARITIES/ PENALTIES**

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

### **8.1 Penalties in case of adulteration**

In all cases of failure of the products/ adulteration in TT as well as deemed failure (i.e. sample test value falls within specification range however, it is beyond the repeatability

/ reproducibility limits w.r.t. reference sample) of the product, action against the Carrier shall be initiated as under:

#### **a. i. Carriers with single TT**

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

#### **ii Carriers with multiple TTs**

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

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

- b. Disposal of the contaminated product shall be done as directed by the company.
- c. Cost of product as determined by the company shall be recovered from the carrier.
- d. Incidental expenses and any other expenses sustained by the concerned Oil Company for disposal of the contaminated product shall also be recovered from the transporter.
- e. Transportation charges, octroi, toll taxes, other levies shall not be paid for

the futile trip to the dealer/ direct customer or receiving location as well as for the subsequent trip for delivering the adulterated/ contaminated product to the concerned Oil Company's nominated location for disposal of the product.

## **8.1 Penalties for malpractices/ irregularities**

### **8.2.1 Malpractices/ irregularities will cover any of the following:**

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

### **8.2.2 Penalties upon detection of malpractice/ irregularities**

The carrier shall attract penalties for the malpractice/irregularities as given below and the TT mentioned in the following instances shall be suspended/blacklisted along with TT crew. However, an investigation,

Clause No.	Type of malpractice / irregularity	Penalty against number of instance		
		First	Second	Third
8.2.2.1	(a) Reported non-wearing of retractable seat belt while driving. (b) Repetitive / Habitual Over Speeding. (c) Driving Without cleaner/helper	TT shall be suspended for one week.	TT shall be suspended for 3 months.	TT shall be blacklisted.
8.2.2.2	(a) Established repetitive unauthorized stoppage en route. (b) Established repetitive unauthorized diversion from specified route. (c) Refusal to carry loads allocated by the location. (d) Irregular reporting of TT at loading location without permission of the location.	TT shall be suspended for 3 months.	TT shall be blacklisted.	
8.2.2.3	Short delivery of product for established malpractice.	TT shall be blacklisted.		
8.2.2.4	(a) Non-availability/non-functioning of TT fire extinguisher. (b) TT crew found in intoxicated state while on duty. (c) Not wearing uniform. (d) Not wearing PPEs at loading/un-loading locations.	TT shall be suspended for one week.	TT shall be suspended for 3 months.	TT shall be blacklisted.

wherever required, shall be conducted and if the malpractice/ irregularity is established then penal actions stipulated as under shall be taken, including black listing:

8.2.2.5	(a) Established tampering/ damaging of VMU.  (b) Established disconnection of power/cable of VMU enroute.  (c) Removal of VMU from original mounting.	TT shall be blacklisted.		
8.2.2.6	Accident at the location leading to injury of persons or damages to the facilities.	TT shall be suspended for 3 months.	TT shall be blacklisted.	
8.2.2.7	Polluting environment due to product spillage from TT.	TT shall be suspended for 3 months.	TT shall be blacklisted.	
8.2.2.8	Established case of pilferage/non- delivery of product.	TT shall be blacklisted.		
8.2.2.9	Fatal accident at the work place.	TT shall be blacklisted.		
8.2.2.10	Irregularities under W&M Act.	TT shall be blacklisted.		
8.2.2.11	Tampering with standard fittings of TT including the sealing, security locks, security locking system, Calibration.	TT shall be blacklisted.		
8.2.2.12	Unauthorized use of TT outside the contract.	TT shall be blacklisted.		
8.2.2.13	Entering into contract based on forged documents/ false information.	TT shall be blacklisted.		
8.2.2.14	Entering into an agreement for the same TT with other oil companies.	TT shall be blacklisted.		
8.2.2.15	Not lodging FIR with the Police in case of accident, not informing/ submitting accident report to the Oil	TT shall be blacklisted.		

	Company about the accident.			
8.2.2.16	Any act of the carrier/ carrier's representative that may be harmful to the good name/ image of Oil Company, it's products or it's services.	As decided by the company		

During the validity of transportation contract, in the first instance of blacklisting for a transporter, as per the above provisions, damage of Rs.1Lakh will be imposed on the Transporter apart from blacklisting of the involved TT. In second instance of blacklisting, a damage of Rs 3 Lakhs will be imposed and the involved TT will be blacklisted. In third instance of blacklisting, a damage

of Rs 5 Lakhs will be imposed and 25% of the remaining TTs will be blacklisted along with the involved TT. In fourth instance, a penalty of Rs 8 Lakhs will be imposed and 50% of remaining TTs will be blacklisted along with involved TT. In case of any further incident of malpractice, the entire fleet will be blacklisted and the SD will be forfeited and the transportation contract will be terminated. The percentage of TT blacklisted will be in proportion of own & attached offered and will be rounded off to the higher numerical.

Above damages imposed are in addition to the recovery of the product quantity found short or recovery due to contaminated product involving the cost of product, expenses and losses incurred as determined by the company.

However, in case, complicity of the transporter is established even in first instance of malpractice, the entire fleet will be blacklisted, contract terminated & carrier blacklisted along with forfeiture of SD.

The blacklisting of TTs shall be on Industry basis.

In the following irregularities, the complicity of the carrier shall be deemed to be existent and the whole contract comprising of all the TTs belonging to the concerned carrier shall be terminated, security deposit forfeited and the concerned carrier & their all TTs shall be blacklisted on Industry basis:

1. False/hidden compartment, unauthorized fittings or alteration in standard fittings affecting Quality and Quantity.
2. Illegal/un-authorized duplicate keys of security locks.
3. Duplicate dip rod/calibration chart.

### 8.2.3 Period of blacklisting

The period of blacklisting for the carrier & TTs shall be minimum 2 years or as per the respective corporation's assessment depending upon seriousness of the offence, but not exceeding 5 years. The TTs, on completion of Black listing period, can ply under the same contract in case the validity of contract exists and the company so desires. In case, the same TT is found to indulge in malpractice again (after completion of the first blacklisting period), the second time blacklisting shall be of 5 years.

The blacklisting of TTs shall be on Industry basis.

## Annexure – I

### Amendment Record

Amendment No.	Date	Pages	Date Received	Clause	Signature
1	23.03.16	10	23.03.16	4.1.5	
2	23.03.16	11	23.03.16	4.5.1	
3	23.03.16	12	23.03.16	4.5.2	
4	23.03.16	14	23.03.16	6.3	
5	23.03.16	14	23.03.16	6.5	
6	23.03.16	14	23.03.16	6.7	
7	23.03.16	17	23.03.16	8.2.2.1	
8	23.03.16	18	23.03.16	8.2.2.2	
9	23.03.16	19	23.03.16	8.2.2	
10	23.03.16	20	23.03.16	8.2.3	

## Annexure –II

### SAMPLETAG

Product		Tank Truck/Tank Lorry No.	
Location		Name of Dealer/Direct Customers	
Document No.		Date & Time of Sampling	
Type of Sample		Compartment No.	
Reasons for testing			
<b>Name &amp; Signatures</b>			
Carrier	Dealer / Direct Customers	Oil Company	

*“The carrier has read and fully aware of the existence of Oil Industry Transport Discipline Guidelines. Version 4 which is part of tender documents and contents therein and further agrees that the said ITDG will be part and parcel of this agreement and the said ITDG will be binding on the carrier as amended/modified from time to time during the period of this agreement including the extensions, if any and for any act/omission from the carrier or its employees or agents during the period of this agreement including extension, if any.”*

\*\*\*\*\*



Declaration by Bidders regarding Holiday Listing status.  
(On Bidder's letter head)

To,  
DGM Logistics I/C, (I&C) HQ.  
M/s Bharat Petroleum Corporation Ltd.,  
Mumbai.

Subject: Regarding Holiday Listing Status

Sir/Madam,

We are participating in Tender no \_\_\_\_\_ against the  
Public Advertisement appeared in Indian National Dailies namely  
\_\_\_\_\_ dated \_\_\_\_\_.

With ref to clause 3.0 , 7 of tender condition, we would like to declare that we / our firm /  
our Company / is currently not served with any "Holiday Listing" orders issued by BPCL  
or MOPNG debarring us / our firm / our Company from carrying out business dealing with  
BPCL/MOPNG or serving a banning order by another Oil PSE.

Thanking you,

Signature

Name and

Name of the firm.

Place:

Date:

Seal of the firm.

**DECLARATION FOR BID SECURITY/EARNEST MONEY DEPOSIT (EMD)**(On bidders' letter head)

To,  
M/s. Bharat Petroleum Corporation Limited,

\_\_\_\_\_

SUB:

TENDER NO:

Dear Sir,

After examining/reviewing provisions of above referred tender document (including all corrigendum/Addenda), we M/s. \_\_\_\_\_ (Name of the Bidder) have submitted our offer/bid no. \_\_\_\_\_

We, M/s. \_\_\_\_\_ (Name of the Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of Bharat Petroleum Corporation Limited in this regards), if we are in breach of our obligation(s) as per following:

- a) Having withdrawn/modified/amended, impair or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid: or
- b) Having been notified of the acceptance of our Bid by the M/s. Bharat Petroleum Corporation Limited during the period of bid validity:
  - i. Fail or refuse to execute the contract, if required, or
  - ii. Fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  - iii. Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- c) Have indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

UNDERTAKING FOR APPLICABILITY OF PPLC POLICY

To,  
M/s BHARAT PETROLEUM CORPORATION LIMITED

SUB:  
TENDER NO:

Dear Sir

We, M/s \_\_\_\_\_ (**Name of Bidder**) hereby confirm that following purchase preference to be considered:-

Description	Preference
Purchase Preference (linked with local content) or	<input type="text"/>
Purchase Preference under Public Procurement Policy for MSE	<input type="text"/>

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PP-LC policy as well as under MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidders.
- (v) The option once exercised cannot be modified subsequently.

Place:

[Signature of Authorized Signatory of Bidder  
having power of Attorney]

Date:

Name:

Designation:

Seal:

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC**  
**(IN CASE SEEKING BENEFIT OF PP-LC)**

(Self - Declaration)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

\_\_\_\_\_

SUB:  
TENDER NO:

Dear Sir

We, M/s \_\_\_\_\_ (**Name of Bidder**) have submitted bid no..... against aforesaid tender.

We hereby confirm that we are eligible for benefit under Purchase Preference (linked with local content) and undertake that we meet the mandatory minimum Local content requirement of.....% specified in tender document.

We further confirm that in case we fail to meet the minimum local content, BPCL will take action as per provisions of tender document/PPLC Policy.

Place:

[Signature of Authorized Signatory of Bidder  
having power of Attorney]

Date:

Name:  
Designation:  
Seal:

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC**  
**(IN CASE SEEKING BENEFIT OF PP-LC)**

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

\_\_\_\_\_  
SUB:  
TENDER NO:

Dear Sir

We, M/s \_\_\_\_\_ (***Name of Bidder***) have submitted bid no..... against aforesaid tender.

We hereby confirm that we are eligible for benefit under Purchase Preference (linked with local content) and undertake that we meet the mandatory minimum Local content requirement of.....% specified in tender document. The certificate from Statutory Auditor/Chartered Accountant/Cost Accountant in this regard has been submitted in technical bid.

We further confirm that in case we fail to meet the minimum local content, BPCL will take action as per provision of tender document/ PPLC Policy.

Place: [Signature of Authorized Signatory of Bidder  
having power of Attorney]

Date:

Name:  
Designation:  
Seal:

**CERTIFICATE BY CHARTERED ACCOUNTANT OF BIDDER TOWARDS**  
**MANDATORY MINIMUM LC**  
**(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,

M/s BHARAT PETROLEUM CORP. Ltd.

SUB:

TENDER NO:

Dear Sir

We,..... (Name of the issuing CA Firm) have verified relevant records of M/s ..... (Name of the bidder) and certify that

M/s ..... (Name of the bidder) meet the mandatory minimum Local content requirement of .....% specified in tender document no.....

Name of CA Firm:  
Signatory]

Date:

[Signature of Authorized

Name:

Designation:

Seal:

Membership no.:

UDIN no.:

**CERTIFICATE BY STATUTORY AUDITORS OF BIDDER TOWARDS**  
**MANDATORY MINIMUM LC**  
**(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,

M/s BHARAT PETROLEUM CORPORATION LTD.

\_\_\_\_\_  
SUB:  
TENDER NO:

Dear Sir

We,..... (Name of the Statutory Auditor) have verified relevant records of M/s ..... (Name of the bidder) and certify that

M/s ..... (Name of the bidder) meet the mandatory minimum Local content requirement of .....% specified in tender document no.....

Name of Audit Firm:  
Signatory]

Date:

[Signature of Authorized

Name:  
Designation:  
Seal:  
Membership no.  
UDIN no.

## FORMAT OF ACKNOWLEDGEMENT

To,

[insert details to whom such acknowledgement may be addressed]

[in the case of an individual or sole proprietorship] I am \_\_\_\_\_, an inhabitant of \_\_\_\_\_ and carrying on business of \_\_\_\_\_

OR

We are [insert names of all partners of firm] carrying on business at \_\_\_\_\_ in partnership under the firm name and style of M/s. \_\_\_\_\_

OR

[insert name of Limited Company or a Co-operative Society / Trust Co-operative] incorporated under the laws of India and having its Registered Office at \_\_\_\_\_

I / We have entered into a [insert name of agreement] dated [insert date] ("**Agreement**") for the [insert purpose], with Bharat Petroleum Corporation Limited ("**BPCL**").

In furtherance thereof, we have been provided with a copy of the Terms and Conditions for Acceptable Use of Social Media by Business Partners, issued by the Corporation.

I / We have read and understood BPCL's Terms and Conditions for Acceptable Use of Social Media by Business Partners and agree to abide by it.

I / We understand that any violation of the above conditions may result in disciplinary action, or termination or revocation of the Agreement.

In acknowledgement thereof, please see below our acceptance of the Terms and Conditions for Acceptable Use of Social Media by Business Partners, issued by the Corporation, duly signed and acknowledged by [insert name], in the capacity of our authorized representative.

A copy of such authorization is also attached for your record.

\_\_\_\_\_  
(Signature & seal)

Name:

Designation: Date:



**Undertaking with respect to Compliance of Restrictions for Countries which share land border with India – as stipulated by Govt. of India.**

(On Company Letter Head, to be signed by the duly authorized person)

Date:

TENDER NO. : .....

TITLE OF TENDER: .....

To,  
Bharat Petroleum Corporation Ltd  
DGM Logistics, BPCL Marketing Office,  
Priyadarshini Building, SION-Trombay Road,  
Eastern Express Highway, Sion – 400 022

Dear Sir/Madam,

In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India – as issued by Govt. of India in July'2020,

I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

a. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered\*.

b. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered\*. (Applicable for works involving possibility of sub-contracting)

I/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered.

[\* Where applicable, evidence of a valid registration by the Competent Authority shall be attached]

Name and Signature of the Authorised Signatory

## SPECIMEN OF PRICE BID

### SCHEDULE OF RATES - Tender no: BPC/I&C/WR/03/Bitumen Packing/2021

Sr no	Item Description	Unit	Rate / Unit (amount in ₹)
1	Transportation of Bulk Bitumen from BPCL Mumbai Refinery to bidder's drum filling plant, using own/attached tank lorries as detailed in the scope of work. Unloading of Bulk Bitumen / empty drum, storing/stacking of Bulk Bitumen / empty drums, filling of drums with Bitumen including sealing, capping, stacking of bitumen and specialty bitumen drums, stenciling, handling and placement of filled drums for loading on the lorries, with documentation etc. (Unit rate shall be inclusive of all applicable taxes, levies, duties etc. other than GST)	MT	In Figure : _____  In words : _____
	GST @ 18 % (extra)		

**Bidder is required to quote in both i.e. in figure and words.**

End of tender documents.