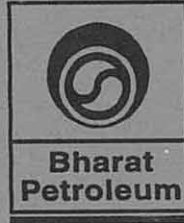


ORIGINAL COPY



**TENDER FOR BULK LPG
TRANSPORTATION CONTRACT**

TENDER NO.

LPG/OPS/TT(NR)2011,
LPG/OPS/TT(WR)2011,
LPG/OPS/TT(WR-OTHR)2011,

LPG/OPS/TT(ER)2011,
LPG/OPS/TT(WR-GUJ)2011,
LPG/OPS/TT(SR)2011,

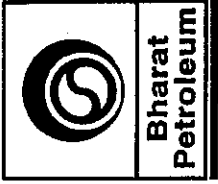
CREDENTIAL BID

**CLOSING ON 15th JUNE 2011
AT 11.00 HRS.**

**INDIAN OIL CORPORATION LTD.
BHARAT PETROLEUM CORPORATION LTD.
HINDUSTAN PETROLEUM CORPORATION LTD.**



Indian Oil



INDIAN OIL CORPORATION LIMITED
BHARAT PETROLEUM CORPORATION LIMITED
HINDUSTAN PETROLEUM CORPORATION LIMITED

NOTICE INVITING TENDER

1. Public Sector Enterprises, viz., Indian Oil Corporation Limited, Bharat Petroleum Corporation Limited & Hindustan Petroleum Corporation Limited, invite sealed tenders under Two Bid System from Tenderers who are willing to quote rates and own at least ONE LPG Tank Truck, for award of separate contracts (Companywise and Regionwise or Zonewise) for transportation of bulk LPG by road in tank trucks as per following details. The tenderers may also offer proposed trucks equal to the number of ready trucks offered, or 2 proposed trucks, whichever is lower.

Tender No.	Cost of Tender Documents	EMD	Sales Period	Last date of receipt/ opening of tender.
LPG/OPS/TT(NR/ER/WR/WR-GUJ/WR-OTHR/SR)2011	Rs 2000.00 by way of DD drawn in favour of Respective Oil Company issuing the documents and payable at Delhi/ Kolkata/ Mumbai/ Chennai.	Rs 20,000.00 per tank truck subject to a maximum of Rs.2, 00,000/- per tender. In case Proposed trucks is also offered, additional EMD of Rs 50,000/- per truck will have to be submitted.	18 .05.2011 to 14 .06.2011	15.06.2011 at 11:00 hrs / 15.06.2011 at 14:00 hrs

Please visit our website : www.IndianOilTenders.com , www.bharatpetroleum.com and www.hindustanpetroleum.com for further details of this tender.

Note:-Tender Documents would be available for sale at Regional/Zonal Offices of IOCL/BPCL/HPCL at Delhi, Kolkata, Mumbai, Chennai and tender documents can be also downloaded from the above mentioned websites.

INDIAN OIL CORPORATION LIMITED

BHARAT PETROLEUM CORPORATION LIMITED

HINDUSTAN PETROLEUM CORPORATION LIMITED

TENDER FOR BULK LPG TRANSPORTATION CONTRACT

{TENDER NO.LPG/OPS/TT (NR/ER/WR/WR-GUJ/WR-OTHR/SR) 2011}

CLOSING DATE : 15th June 2011 CLOSING TIME :11:00 HRS

1. Public Sector Enterprises **INDIAN OIL CORPORATION LTD, BHARAT PETROLEUM CORPORATION LTD & HINDUSTAN PETROLEUM CORPORATION LTD**, invite sealed tenders under Two-Bid system, from Tenderers who are willing to quote rates and own at least ONE LPG tank trucks for award of separate contracts Companywise and Regionwise/Zonewise for transportation of bulk LPG by road in tank trucks, from loading locations as mentioned in the tender (Price bid and technical bid) to all Bottling Plants/Customers of IOCL,BPCL & HPCL for a period of 2 years, with option for extension upto one more year at the sole discretion of the Contracting Corporation The tenderers may also offer proposed trucks (should be of licensed capacity of minimum 17 MT and above, except for specified sectors) equal to the number of ready trucks offered, or 2 proposed trucks, whichever is lower.

In the case of BPCL WR, the tenderers have to submit separate tenders with different tank trucks for the tender WR-Gujarat and WR-Othr. In case common tank trucks are detected, the same will be rejected and will not be considered in the tender.

2. 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) limited company duly registered under the Companies Act , 1956
 provided they comply with the conditions contained hereinafter.

Firms having Partners /Directors / Proprietor who has been convicted in criminal cases or blacklisted or action for termination of contract / withdrawal of LOI / Work Order have been taken for malpractices while undertaking transportation job, by any of the PSU Oil Companies are not eligible to submit their offers.

3. The tenderers, who are offering ready tank trucks should offer only those tank trucks, which are duly licensed for LPG, in operating condition, and registered in their name or attached to them on the closing date of the tender. Tenderers

who are offering proposed trucks , would place such trucks, with all trucks in owned category, against the LOI issued by IOC/BPC/HPC within 90 days from the date of LOI. Subject to meeting all terms and conditions, tenderers offering low rates leading to minimum financial outgo to the respective Corporations would be given preference while awarding Contract and their tank trucks would be given longer routes/sectors while utilizing those tank trucks based on prevailing circumstances.

4. Everything being equal, preference would be given in the following order while awarding Contract :

- a) Owned tank trucks (multi-axle) of latest model eligible for National permit as per clause 88 (2) of CMV Act 1989 as on 31.10.2013
- b) Owned tank trucks (other than multi-axle) of latest model eligible for National permit as per clause 88 (1) of CMV Act 1989 as on 31.10.2013
- c) Attached tank trucks (multi-axle) of latest model eligible for National permit as per clause 88 (2) of CMV Act 1989 as on 31.10.2013
- d) Attached tank trucks (other than multi-axle) of latest model eligible for National permit as per clause 88 (1) of CMV Act 1989 as on 31.10.2013
- e) Owned tank trucks of latest year model
- f) Attached tank trucks of latest year model
- g) The higher carrying capacity of tank trucks i.e. the tank truck with larger approved payload capacity (except in routes where only smaller capacity tank trucks are allowed. Tank trucks having capacity below 14 MTs will be given priority over higher capacity tank trucks for such sources)
- h) Proposed trucks. (Evaluation criteria for proposed trucks would be as given in the General terms and conditions)

Note : For point no. 4 a) to h) in case of same year model, the date of first registration will be taken into account, and if date of registration is not written or not clear, then 1st January of that particular model year shall be taken.

5. The Corporations reserve their right to allow Price/ Purchase preference to Central Public Sector Enterprises as admissible under existing Government Policy. In case of IOCL, 10% purchase preference shall be given to the associate companies of the Corporation also as per DPE guidelines with extended preferential treatment of no limit of value addition and purchase amount, as per the Corporation's policy.

6. Tender documents will be available at the Regional Offices of IOCL/ BPCL and Zonal Offices of HPCL whose addresses are mentioned below under item No. 16 and the intending Tenderers can purchase the same from any of these offices against written request from 18th May 2011 to 14th June 2011 on any working day from Monday to Friday from 1100 hrs to 1530 hrs on payment of Rs. 2000.00 (Rupees two thousand only) per set of Tender documents. The credential bid document is common for all the Corporations. However, price bid document is containing price bid formats separately for the three Corporations, for all Zones/ Regions. Separate set of tender documents are to be used for each tender i.e. each Region of IOCL, each Region of BPCL and for BPCL (WR-GUJ and WR-OTHR) and each Zone of HPCL. Tenderers interested in participating for tenders in more than one Region/Zone with different tank trucks (same tank truck cannot be quoted in more than one tender for more than one Company/Region/Zone) have to purchase separate tender document, preferably from Regional/Zonal Office of the intended Corporation, but must submit it to the Regional/Zonal Office of the concerned Corporation for whose Region/Zone they are intending to quote. In the case of BPCL WR, separate tender documents for WR-GUJ and WR-OTHR will have to be purchased and submitted to the BPCL WR Regional office mentioned below.

The tender document could also be downloaded from website www.IndianOilTenders.com, www.bharatpetroleum.com, and www.hindustanpetroleum.com. But while submitting the downloaded tender document, tenderer must submit tender fees of Rs.2000.00(Rupees Two thousand only) by crossed Demand Draft/Pay Order. The tenderers who intend to submit their offers in the format downloaded from website should enclose the Draft/ Pay Order for Tender Fees and EMD in the Credential Bid envelope. Price Bid is to be given in a separate envelope. These two envelopes should be put in a third envelope. Such tenders received without the requisite tender fee and EMD will be summarily rejected. Offer of the tenderers not adhering to procedure prescribed in the tender document are liable to be rejected.

7. All tenderers will have to submit an interest free Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty thousand only) per ready Tank Truck

offered subject to a maximum of Rs.2,00,000/-(Rs. Two Lakhs only) per tender. This EMD should be submitted in the envelope provided for Credential Bid. Tenders received without EMD/ Inadequate EMD will be summarily rejected. In case Proposed trucks is also offered alongwith ready trucks, additional EMD of Rs 50,000/- per truck will have to be submitted.

8. Payments to be made as mentioned in paragraphs 6 and 7 above will have to be by crossed Demand Draft/Pay Order drawn on any Scheduled bank, in favour of the Corporation with whom the tenderer wants to enter into contract. The Demand Draft/Pay Order should be payable at the Regional/Zonal Offices of the Corporation situated at Delhi, Kolkata, Mumbai and Chennai, where the Tender is submitted .
9. Sealed quotations complete in all respects should be submitted on or before **15th June 2011 upto 1100 hrs.**, in specified tender boxes kept in the Office of the concerned Corporation in the Region/Zone of preference at the address mentioned below under item no.16.
10. The Credential Bid and the Price Bid are to be placed in the appropriate envelope and sealed, and both these envelopes are to be placed and sealed in the third envelope provided. Each envelope is to be super-scribed/ marked with the particular Tender No. Those tenderers who are downloading the documents and submitting after filling of the details of their offers, should use their own envelopes for submitting the tender ensuring that credential bid and price bid are placed and sealed in separate envelopes as credential bid and price bid suitably super scribed with the tender number and both these envelopes placed and sealed in another envelope duly super scribed with the same tender number. They should also attach a declaration stating that the documents downloaded are the same as uploaded by the Corporations. In case any deviations are found, such down loaded tenders will be rejected. In case, any tenderer is unable to put all enclosure of credential bid in the concerned envelope due to large number of TTs quoted by them, then such additional enclosures may be submitted in their own envelope, duly sealed. Tenderers should ensure that each envelope is super-scribed with the particular tender number and the name of the Corporation (IOC/ BPC/ HPC) and the Region/Zone i.e. North, East, West, & South as the case may be. Each page of the tender is to be authenticated by full signature of the legally authorised

person over the official seal. Tenders received without proper authentication or in unsealed condition or in wrong envelopes will be rejected. Tenders submitted at the wrong Office (Region/Zone) would also be rejected. Under no circumstances any tender document will be accepted if received after the closing date and time.

11. The Corporations will be at liberty to follow any guidelines issued by the Ministry of Petroleum & Natural Gas, Government of India for award of any contract to any tenderer belonging to the Scheduled Caste and Scheduled Tribe category. Currently as per the guidelines of MOP&NG, there is provision for reservation of 15% for SC category and 7.5% for ST category.
12. For detailed Terms & Conditions and the guidelines for filling up/submission of the tender, please refer the tender documents
13. The Credential Bid will be opened at 14:00 hrs on 15th June 2011, when the tenderers can participate, at the address to be notified by respective Corporation's concerned Regional/Zonal Offices at the time of closing of tender by way of a notice to be put up on their Notice Board.
14. Conditional and/or incomplete tenders or modified tenders are liable to be rejected.
15. The tenders will remain valid for 240 days from the closing date unless extended by mutual consent in writing.

The Corporations reserve the right to reject any or all the tenders or to withdraw /modify this tender without assigning any reason thereof. Submission of bids against this tender or acceptance of the offer against this tender will be without prejudice to any existing bulk LPG transportation contracts between the concerned tenderers and the Corporations.

16. The name and address of the office where the tender document would be available and where the completed tender document is to be submitted is given below:

IOCL:

Ch. Manager (LPG-S&D)
Indian Oil Corporation Ltd.,
(Marketing Division)
Northern Regional office
Indian Oil Bhavan
No.1, Sri Aurobindo Marg,
Yusuf Sarai,
New Delhi - 110016

Ch. LPG Manager (S&D)
Indian Oil Corporation Ltd.,
(Marketing Division)
Eastern Regional Office,
Indian Oil Bhavan
2, Gariahat Road,
(Dhakuria),
Kolkata - 700 068.

Sr. LPG Manager (S&D)
 Indian Oil Corporation Ltd.,
 (Marketing Division)
 Western Regional Office
 254-C, Dr. Annie Besant Road,
 Prabhadevi,
 Mumbai – 400 030

BPCL :

Regional LPG Manager (North)
 Bharat Petroleum Corpn. Ltd.,
 Northern Regional office
 Plot No. A – 5 & 6,
 Sector 1
 NOIDA -201 301

Regional LPG Manager (West)
 Bharat Petroleum Corpn. Ltd.
 Western Regional Office
 Sewree Fort Road,
 Mumbai – 400 015

HPCL :

Dy. General Manager – LPG
 (North Zone)
 Hindustan Petroleum Corpn. Ltd.,
 8th Floor, Core-I & II,
 SCOPE MINAR,
 Laxmi Nagar District Centre
 Delhi – 110 092.

Dy. General Manager – LPG
 (West Zone)
 Hindustan Petroleum Corpn. Ltd.,
 Richardson & Cruddas Bldg., 1st Floor,
 Sir J J Road,
 Byculla,
 Mumbai – 400 008

Sr. LPG Manager (S&D)
 Indian Oil Corporation Ltd.,
 (Marketing Division)
 Southern Regional Office
 Indian Oil Bhavan
 139, Nungambakkam High Road,
 Chennai - 600 034.

Regional LPG Manager (East)
 Bharat Petroleum Corpn. Ltd.,
 Eastern Regional Office,
 'Bharat Bhavan'
 Plot No. 31,
 KIT Scheme 118,
 Golf Green,
 Prince Gulam Md. Shah Road,
 Post Box No. 16201 & 16204,
 P.O. Sarat Bose Road,
 Kolkata 700 095.

Regional LPG Manager (South)
 Bharat Petroleum Corpn. Ltd.,
 Southern Regional Office
 1, Ranganathan Gardens,
 Off 11th Main Road,
 Anna Nagar (west), Chennai - 600040.

Dy. General Manager – LPG
 (East Zone)
 Hindustan Petroleum Corpn. Ltd.,
 7th Floor, Industry House
 10, Camac Street
Kolkata – 700 017

Dy. General Manager – LPG
 (South Zone)
 Hindustan Petroleum Corpn. Ltd.,
 Thalamuthu Natarajan Bldg.,
 4th Floor,
 P.B. No. 3045,
 Chennai – 600 008

DATE:

CATEGORY: SC/ST/ OTHERS (Tick one)

From :

M/s. _____

To:

DGM/Regional LPG Manager (North/East/West/South) [*Strike out whichever is not applicable*]
IOCL /BPCL/HPCL

Dear Sir,

SUB: BULK LPG TRANSPORTATION TENDER
TENDER NUMBER _____

In response to your notice inviting tenders for above, we submit our quotations as per enclosed documents. We also confirm having carefully read, studied and understood various conditions/documents supplied with the tender and return them duly signed and stamped for having accepted in toto.

Tick Y-For Document enclosed.
Tick N- For Document not enclosed.

A. ENVELOPE "A":

Price Bid	Y/N
-----------	-----

B. ENVELOPE "B"

Covering letter listing all enclosures.	Y/N
---	-----

Credential Bids in three pages(B1, B2, B3) including statement of particulars of Tank trucks offered. (number of proposed trucks also to be included, if quoted)

Y/N

Acceptance of 'General Terms and Conditions' by way of signing each page of the same .

Y/N

Acceptance of Draft Agreement by way of signing of each page of the same enclosed.

Y/N

Acceptance of draft pro-forma for Bank Guarantee, by signing of each page of the same.

Y/N

Declaration 'A' 'B' and 'C'	Y/N
Particulars of Tenderer as given in Attachment.	Y/N
DD/PO No. _____ dated _____ drawn on _____ bank payable in your favour at _____ is enclosed as earnest money(EMD).	Y/N
DD/PO No. _____ dated _____ drawn on _____ bank payable in your favour at _____ is enclosed as Tender fee (Applicable in case the Tender document has been downloaded from the Corporation's Websites)	Y/N
SC/ST certificate for Proprietor/All Partners/Directors or Tenderer as well as Tank Truck owner in the prescribed pro-forma enclosed as Attachment.	Y/N
Details of relationship with Directors of IOC or HPC or BPC	Y/N
Authenticated copies of Trading license or Company Registration Certificate.	Y/N
Authenticated copies of Partnership Deed or Certificate of Incorporation	Y/N
Authenticated copies of Registration Certificate/s for the tank trucks	Y/N
Authenticated copies of CCE Licenses for each of the tank trucks offered.	Y/N
Authenticated copies of Affidavit in case of attached trucks	Y/N
Authenticated copy of the Insurance Policies	Y/N
Copy of one invoice from IOCL/BPCL/HPCL Duly self attested for the Period after January 2011 as proof of Tank Truck in use	Y/N
Integrity pact of IOC/HPCL duly signed on all pages	Y/N

I am the competent authority authorised to sign this Bulk LPG Tender .

Signature: _____

Full Name: _____

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

* Power of Attorney

Rubber Stamp :

Address:

Note: Authenticated means self-attested. In case at a later stage, during verification of Original of these self attested documents, any discrepancy is observed, the tender will be rejected.

IOCL /BPCL/HPCL

TENDER NO. LPG/OPS/TT(NR/ER/WR/WR-GUJ/WR-OTHR/SR)2011

NOTE : CIRCLE SELECTION ** CROSS OUT REJECTION* WRITE IN CAPITALS**

NAME OF THE TENDERER :

QUOTED FOR THE CORPORATION : IOCL/ BPCL/ HPCL

QUOTED FOR THE REGION/ZONE : NR/ ER/ WR/WR-GUJ/WR-OTHR/ SR

This is to Affirm that this set of TENDER DOCUMENTS was purchased in the name of the TENDERER mentioned herein from IOCL REGION/BPCL REGION/HPCL ZONE _____ vide cash receipt no. _____ dated _____

OR, This is to Affirm that this set of TENDER DOCUMENTS was downloaded from website for which DD NO. _____ dated _____ for Rs.2000/- in favour of Indian Oil Corporation Ltd(MD)/Bharat Petroleum Corporation Ltd/ Hindustan Petroleum Corporation Ltd and payable at _____ (Location) is enclosed and EARNEST MONEY of Rs. _____ in favour of Indian Oil Corporation Ltd(MD)/Bharat Petroleum Corporation Ltd/Hindustan Petroleum Corporation Ltd and payable at _____ (Location) vide D/D Number: _____ Dated _____ enclosed. It is also affirmed that no changes have been made in the tender documents.

REGISTERED ADDRESS

STATUS

Proprietorship	PR
Partnership	PA
Private Ltd. Co.	PV
Public Limited Co.	PU
Cooperative Society	COP

Sr.No. Names and Address of Proprietor/ Partner/ Directors/Chairman/Secretary

Whether Related to IOCL/HPCL/BPCL/IBP Directors

Yes	NO
Yes	NO
Yes	NO
Yes	NO
Yes	NO
Yes	NO

PLACE

DATE

**Signature & Name
Authorised Signatory**

SEAL

IOCL /BPCL/HPCL

TENDER NO. LPG/OPS/TT(NR/ER/WR/WR-GUJ/WR-OTHR/SR)2011,

NOTE : CIRCLE SELECTION ** CROSS OUT REJECTION*** WRITE IN CAPITALS

NAME OF THE TENDERER :

QUOTED FOR THE CORPORATION : IOCL/ BPCL/ HPCL

QUOTED FOR THE REGION/ZONE : NR/ ER/ WRWR-GUJ/WR-OTHR/ SR

DETAILS OF EXISTING LPG BULK TRANSPORT CONTRACT/S

Sr.No.	CORPN	REGION	CONTRACT REFERENCE	NUMBER OF TRUCKS	VALID UPTO

DETAILS OF EXISTING POL BULK / PACKED LPG TRANSPORT CONTRACT/S

Sr.No.	CORPN	REGION	CONTRACT REFERENCE	PRODUCT	VALID UPTO
				Packed :LPG	
				White Oils	
				Others	

Was any contract of the tendering firm or any contract of a firm with which the proprietor or any partner /Director of the tendering firm is associated, terminated by IOCL, BPCL or HPCL?

YES
NO

Was any LPG tank truck operated by the tendering firm or any person engaged for LPG tank truck operation by the tendering firm suspended or banned for unsafe acts or Pilferage by IOCL, BPCL or HPCL ?

YES
NO

THIS IS TO AFFIRM THAT

AT LEAST ONE LICENSED LPG TANK TRUCK IS OWNED BY THE TENDERER

ALL TERMS AND CONDITIONS OF THE TENDER ARE ACCEPTED BY THE TENDERER.

ALL INFORMATION AND STATEMENTS FURNISHED BY THE TENDERERS IN ALL THESE TENDER DOCUMENTS ARE TRUE AND OPEN FOR THOROUGH VERIFICATION.

PLACE

DATE

Signature & Name
Authorised Signatory
SEAL

GENERAL TERMS AND CONDITIONS OF
TENDER FOR TRANSPORTATION OF
BULK LPG BY ROAD

1. Sealed tenders are invited under Two-Bid system, from Tenderers who are willing to quote rates and own at least One LPG tank truck, for award of separate contracts Companywise and Region/Zone-wise for transportation of Bulk LPG by road in tank trucks, owned or attached by the tenderer particulars whereof are to be given in the prescribed format at the time of submission of the tender, from any or all the sources of bulk LPG as mentioned in the respective Price Bids of IOCL/BPCL/HPCL to IOCL/BPCL/HPCL's bottling plant(s) and to the destinations as may be directed by Contracting Corporation from time to time. This contract will be initially for a period of two years commencing from 1.11.2011 with option for extension, at the sole discretion of Contracting Corporation, for a period upto one year on the terms and conditions contained hereinafter. The tenderers may also offer proposed trucks (should be of licensed capacity of minimum 17 MT and above, except for specified sectors) equal to the number of ready trucks offered, or 2 proposed trucks, whichever is lower.

In the case of BPCL WR, the tenderers have to submit separate tenders with different tank trucks for the tender WR-Gujarat and WR-Othr. In case common tank trucks are detected, the same will be rejected and will not be considered in the tender.

Companywise/Regionwise/Zonewise Estimated /projected peak season monthly Bulk upliftment by Road during the Contract Period in MTs is given as under :

	Northern Region/ Zone	Eastern Region/ Zone	Western Region/ Zone	Western Region- Gujarat	Western Region- Othr	Southern Region/ Zone
IOCL	114144	84921	63661	----	----	157175
BPCL	54090	36410	----	60276	49294	58850
HPCL	58090	48600	114640	----	----	66450

The quantities mentioned above are purely indicative and directional and subject to changes based on various factors and circumstances.

Companywise / Sourcewise Estimated /projected peak season monthly Bulk upliftment by Road for the Contract Period in MTs is given in Price-Bid, based on which financial outgo to the respective Corporations will be calculated for arriving at the ranking of tenderers.

Based on above peak season monthly Bulk upliftment by Road, Companywise/ Regionwise/Zonewise Estimated /projected TT requirement for the Contract Period in numbers is given as under :

	Northern Region/ Zone	Eastern Region/ Zone	Western Region/ Zone	Western Region- Gujarat	Western Region- Othr	Southern Region/ Zone
IOCL	1323	1057	690	----	----	1970
BPCL	750	383	----	717	440	762
HPCL	627	573	1200	----	----	1000

M/s IOCL Eastern Region will require minimum 8 tank trucks (fixed chassis) of capacity upto 14MTs and M/s HPCL East Zone will require minimum 20 tank trucks of capacity upto 12.5 MTs and minimum 20 tank trucks of capacity upto 7.5 MTs . M/s BPCL Western Region will require 418 tank trucks of not more than 8 years old and M/s HPCL, West Zone will require 274 tank trucks of not more than 8 years old for movement ex Mumbai / BPCR / HPCR. M/s HPCL, North Zone will require minimum 116 tank trucks of capacity upto 12 MTs. The tenderers are required to offer trucks accordingly for meeting above requirements.

The above specific requirement is included in the respective total Regionwise / Zonewise tank truck requirement mentioned above. In order to meet these specific requirements of small and less than 8 year old tank trucks, Corporations will follow the evaluation criteria specified under clause no. 4 hereunder till these requirements are met.

In case sufficient number of such tank trucks are not received in this tender to meet the above requirement, Corporations reserve the right to take suitable measures as deemed fit to meet such requirement.

The TT requirement in numbers mentioned above are purely indicative and directional since it is based on various assumptions /parameters like LPG availability at sources, demand fluctuations, average TT capacities, commissioning of other transportation modes etc. Corporations therefore reserves their right at their sole discretion to alter the above mentioned TT requirement.

Regionwise/Zonewise estimated peak season monthly mileage per truck in RTKM for the Contract Period is give below:

NORTHERN REGION/ZONE	EASTERN REGION/ZONE	WESTERN REGION/ZONE	SOUTHERN REGION/ZONE
4380 to 4600	3180 to 4100	4100 to 5000	3000 to 3900

The range of mileage mentioned above is purely indicative and will depend on various factors like LPG availability at sources, demand fluctuations, turnaround of the trucks, commissioning of new plants etc.

The Corporations however does not give any guarantee for Minimum mileage for each truck and for such reason, the Transporter cannot claim certain minimum mileage per truck and also claim any consequent damages.

The transportation of bulk LPG would be from the sources mentioned in the Price Bid to all bottling plants, which may be located either in the same Region/Zone or in other

Regions/Zones also. Contracting Corporation at their discretion may utilise the trucks offered for a particular loading base from any other base for transportation of the product there from and in such event the rates contracted for similar movement from that base or the nearest source would be applicable.

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) limited company duly registered under the Companies Act, 1956

provided they comply with the conditions contained hereinafter.

Firms having Partners /Directors / Proprietor who has been convicted in criminal cases or blacklisted or action for termination of contract / withdrawal of LOI / Work Order have been taken for malpractices while undertaking transportation job, by any of the PSU Oil Companies are not eligible to submit their offers.

3. The tenderers, who are offering ready tank trucks should offer only those tank trucks, which are duly licensed for LPG, in operating condition, and registered in their name or attached to them on the closing date of the tender. Tenderers who are offering proposed trucks , would place such trucks, with all trucks in owned category, against the LOI issued by IOC/BPC/HPC within 90 days from the date of LOI. Subject to meeting all terms and conditions, tenderers offering low rates leading to minimum financial outgo to the respective Corporations would be given preference while awarding Contract and their tank trucks would be given longer routes/sectors while utilizing those tank trucks based on prevailing circumstances

4. EVALUATION OF TENDERS:

- i. This tender is floated in two-bid system i.e. credential bid & price bid. Credential bid will be first opened on scheduled date and will be evaluated as per the terms and conditions of the tender. Price bids of the tenderers, who have qualified in credential bid based on above evaluation by the Corporation , will be opened on subsequently notified date.
- ii. Original Ranking of the tenderer i.e. L-1, L-2, L-3 etc will be decided on the basis of ascending order of financial outgo on overall basis, considering the original rates quoted for all the sources and sectors as mentioned in the Price bids, to the Corporation. In case any tenderer has not quoted rate for one/ some sectors of a particular Region / Zone of the concerned Corporation, then the highest quoted rates of any tenderer for that particular sector of that particular Region / Zone of

that particular Corporation shall be taken while calculating the financial outgo to the Corporation for arriving at the ranking of that tenderer.

- iii. In case rates by L-1 Tenderer(s) are acceptable to the Corporation, Trucks offered by the L-1 Tenderer(s) will be allocated up to the requirement.
- iv. In case, rate offered by L-1 tenderer(s) are not acceptable to the Corporation, negotiation/ counter offer exercise will be carried out with such Tenderer(s). Trucks offered by these tenderer(s) will be allocated up to the requirement at the revised rates accepted by them during negotiation /counter offer.
- v. In case, Trucks offered by L-1 tenderer(s) are not meeting full requirement, then negotiated L-1 rates shall be offered to other Tenderers in the order of their original ranking till full requirement (including specific requirement as mentioned under clause no.1 herein above) of Trucks is met. However no tenderers will be allowed to counter offer rates lower than the negotiated L-1 rates in any sector except in those sectors where lower rates than negotiated L-1 are already quoted by the tenderers in their original price bid. The counter offer / negotiation letters to tenderers shall be sent through UPC (Under Postal Certificate) to the address given by the tenderer in the tender documents. Corporation will not be responsible for the non receipt / late receipt of these counter offer / negotiation letters or failure of the tenderers in attending the negotiation discussion on the stipulated date and time.
- vi. If the above process still results in not meeting the Corporation's full requirement of trucks, then negotiations/counter-offer exercise may be conducted with the balance parties in their original order of ranking till the full requirement of trucks is met.
- vii. In case, for a particular ranking, Trucks offered are more than requirement, then the Trucks will be taken in the following order to meet the requirement :
 - a) Owned tank trucks (multi-axle) of latest model eligible for National permit as per clause 88 (2) of CMV Act 1989 as on 31.10.2013
 - b) Owned tank trucks (other than multi-axle) of latest model eligible for National permit as per clause 88 (1) of CMV Act 1989 as on 31.10.2013
 - c) Attached tank trucks (multi-axle) of latest model eligible for National permit as per clause 88 (2) of CMV Act 1989 as on 31.10.2013
 - d) Attached tank trucks (other than multi-axle) of latest model eligible for National permit as per clause 88 (1) of CMV Act 1989 as on 31.10.2013
 - e) Owned tank trucks of latest year model
 - f) Attached tank trucks of latest year model
 - g) The higher carrying capacity of tank trucks i.e. the tank truck with larger approved payload capacity .
 - h) Proposed trucks. Evaluation criteria for proposed trucks is as given below:
 1. After concluding the rate negotiations with all tenderers the proposed trucks shall be allocated as under :
 - a. Proposed trucks offered by finalized L-1 ,rank party (s) shall be inducted to the extent of trucks offered by each party. However if post negotiations all parties are at L-1 rank, then the allotment of trucks would be as per b (ii) below.

- b. In case after negotiations only one rate is finalized for all the tenderers and trucks offered are less than the requirement, then following process shall be followed :

(i) First, all the proposed trucks offered by tenderer who quotes L-1 rates in original offer shall be considered.

(ii) For meeting balance requirement of Bulk LPG TTs from the balance tenderers (at same ranking after negotiations) the following criteria will apply :

- (1) One truck will be allocated to all tenderers. However in case the requirement of proposed trucks are less than such allocation, then the corporation reserves its right to allocate one truck to all tenderers or not consider such offered trucks; Sample working for allotment of proposed truck is given below:

No. of tenderers	Proposed requirement	Offered proposed trucks
30	25	40

Corporation reserves its right to induct 5 additional trucks in proposed category.

No. of tenderers	Proposed requirement	Offered proposed trucks
30	5	40

Corporation reserves its right not to induct 5 trucks in proposed category.

- (2) One truck will be allocated to all tenderers. However in case the requirement of balance proposed trucks are less than the balance offered trucks, then the corporation reserves its right either to allocate one more truck to all tenderers or not consider such balance offered trucks;

No. of tenderers	Proposed requirement	Offered proposed trucks
30	45	50

Corporation reserves its right to induct 5 additional trucks in proposed category.

No. of tenderers	Proposed requirement	Offered proposed trucks
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30	35	50
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Corporation reserves its right not to induct 5 trucks in proposed category.

- c. In case post negotiations there are multiple rates, proposed trucks offered by original L-1/negotiated L1 shall be considered first, and if there is still shortfall of trucks, trucks will be considered as per b ii above for L2,L3..... ranking till the requirement is met.
- d. IOCL/BPCL/HPCL reserves its right for not inducting any proposed trucks. The tenderers shall not raise any objection or dispute in such case. In such an event, EMD collected from tenderer for proposed trucks shall be refunded.

Note : For point no. 4 vii a) to f), in case of same year model, the date of first registration will be taken into account, and if date of registration is not written or not clear, then 1st January of that particular model year shall be taken.

In case of SC/ST tenderers, in order to fulfill the SC/ST reservation criteria (15 % for SC & 7.5 % for ST), Corporation will follow the above evaluation criteria till the reservation criteria is met. However no price preference will be given to SC/ST tenderers.

5. RESERVATION

(a) The provision of reservation will be 15% (fifteen percent) & 7.5 % (seven and a half percent) for Scheduled Castes and Scheduled Tribes respectively on all India basis.

- (b) The members of SC/ST desirous of operating the tank trucks will have to participate in the tenders floated by the Corporation.
- (c) The SC/ST members should fulfill all tender conditions, and will not be eligible for any price preference or relaxation of standards.
- (d) If adequate number of tank trucks offered by SC/ST candidates are not available in any particular year, the unfilled quota may be allotted to the unreserved categories in that year. However, the unfilled quota may be carried forward to the next tender also and offered to SC/ST candidates. If the quota of the previous tender is not filled even in the next tender, the unfilled quota of the previous tender may be de-reserved and allotted to general categories.

NOTES :

- (i) The SC/ST tenderer/s desirous of operating under partnership firm, or Private Ltd. Co., or Public Ltd. Co. or a Cooperative Society, or any other, should have all the partners or members of private /

Public / Cooperative firms belonging to the same category without exception, i.e. either SC or ST as the case may be.

- (ii) Caste certificate for each individual member of a Partnership / Public / Private / cooperative Firm should be enclosed as proof along with the Credential bid.
- (iii) In the event of any of the members failing to submit the caste certificate as proof of belonging to SC/ST category along with the Credential Bid, the tender will be treated as a General Category tender.
- (iv) The registered owner/s of the tank trucks offered by the SC OR ST tenderer/s must also belong to the same category, either SC or ST, as the case may be. In other words, if the tenderer is issued work order under SC category, all the registered owners of the tank trucks offered against the particular work order must also belong to SC.
- (v) If any of the tank trucks offered do not belong to a member of the category concerned, i.e. SC or ST, as the case may be, the tender will be treated as under general category.

6. Each set of tender documents contains two sets of tender form; one set is to be submitted as the Tender to the Regional/Zonal Office of the concerned Corporation for whose Region/Zone they are intending to quote and the other set is to be retained by the tenderer.
7. The Corporation reserves its right to allow Price/ Purchase preference to Central Public Sector Enterprises as admissible under Government Policy.
8. If any of the employees of the tenderer, at the time of submission of the tender or thereafter, are the near relative of any of the officers of the Corporations (IOCL/BPCL/HPCL) or of the State Government or Central Government, the tenderer will give such information to the concerned Corporation in the prescribed format enclosed with the tender document.
9. **OWNERSHIP** : For the tank trucks offered in response to this tender, to be considered as owned, tank trucks should be registered, in the case of:
 - (a) Proprietorship firms / individuals - in the name of the tenderer and/or in the name of spouse or parents. In the event the tank truck is registered in the name of spouse or parents, an affidavit for the use of tank truck by the firm should be furnished.
 - (b) Partnership firms, in the name of the firm or in the name of any of the partners. In the event the tank truck is registered in the name of partner, the concerned partner should give an affidavit for the use of the tank truck by the firm.
 - (c) Company, in the name of the Company.
 - (d) Co-operative society, in the name of the co-operative society or in the name of any of the members of the Society. In the event the tank truck is

registered in the name of member of the society, the concerned member should give an affidavit for the use of the tank truck by the Co-operative Society supported by certificate of membership of the society.

Proof of ownership of the tank trucks is to be submitted in the Credential Bid of the tender.

10. SPECIFICATION OF TANK TRUCKS:

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

- a) (i) Tank Trucks expected to be inducted for movements from Mumbai/ BPCR/HPCR, should not be more than 8 years old as on the date of the closing of the tender. For this purpose BPCL Western Region will be requiring minimum 418 trucks which are not more than 8 years old as on the date of closing of the tender, HPCL Western Zone will be requiring minimum 274 trucks which are not more than 8 years old as on the date of closing of the tender. The tenderers are required to offer trucks accordingly for meeting above requirement. In case sufficient number of such tank trucks are not received in this tender, Corporation may either request the Tenderers for replacement of the offered trucks to meet the above requirement or take suitable measures to meet such requirement.

IOCL Eastern Region will be requiring minimum 8 Tank Trucks (fixed chassis) having capacity upto 14 MTs. HPCL Eastern Region will require minimum 20 tank trucks having capacity upto 12.5 MTs and 20 tank trucks having capacity upto 7.5 MTs. M/s HPCL, Northern Region would require minimum 116 tank trucks having capacity upto 12 MTs. The tenderers are required to offer trucks accordingly for meeting above requirement. In case sufficient number of such tank trucks are not received in this tender to meet the above requirement, Corporation may take suitable measures to meet such requirement.

- (ii) Rules pertaining to the transportation of LPG under SMPV Rules and amendments issued from time to time;

- (iii) specifications as laid down by OISD and other statutory authorities and amendments issued from time to time;
- (iv) pressure vessel to be designed and constructed and tested in accordance with the Indian Standards IS: 2825 and amendments issued from time to time;
- (v) Central Motor Vehicle (Fifth Amendment) Rules, 2005 and amendments issued from time to time;
- (vi) Requirement as per Public Liability Insurance Act and amendments issued from time to time;
- (vii) Bulk LPG Tank Trucks of category other than tractor-trailer combination manufactured on and after 1st October 2006 should be fitted with Anti Lock Brake System .
- (viii) Bulk LPG Tank Trucks manufactured on and after 1st day of October 2007 that are used as tractor-trailer combination should be fitted with Anti Lock Brake System .
- (ix) Any other applicable Act/Rule or any other amendment or re-enactment thereof from time to time

b) No tank truck will be offered under this tender which :

- (i) is presently in Contract with any Oil Company (including Private Company) for a period beyond the commencement date of this contract i.e. 01.11.2011.
- (ii) has been offered in more than one tender or to more than one Corporation . Such Tank Truck(s) will be rejected and shall not be considered in any of the tenders.

(c) No tank truck which has been blacklisted or suspended by Indian Oil Corporation Limited/ Hindustan Petroleum Corporation Limited/ Bharat Petroleum Corporation Limited can be offered.

(d) Contracting Corporations will have requirements for specific Statewise Registered tank trucks in the following States:

Haryana, Uttar Pradesh, West Bengal, Bihar, Maharashtra, Gujarat, Madhya Pradesh, Andhra Pradesh, Tamil Nadu, Karnataka, Rajasthan, Punjab, Assam, J&K, Orissa, Chattisgarh, Himachal Pradesh, Goa, Jharkhand, Uttranchal and Kerala. In case sufficient numbers for this specific requirement is not available, the successful tenderer at the advice of Contracting Corporation shall arrange to change the Registration number at their own cost as directed by Contracting Corporation within

one month of such request. Failure to do so would be treated as breach of contract and action as per the terms and conditions of the contract would be taken.

- (e) Rates to be quoted will have to be quoted after considering all aspects.

11. EMD

- (a) (i) All tenderers will have to submit Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty Thousand only) per ready truck subject to maximum Rs 2,00,000/- (Two lakhs only) per tender. Tenders received without EMD would be rejected. In case Proposed trucks is also offered, additional EMD of Rs 50,000/- per truck will have to be submitted.
- (ii) EMD should be submitted by way of crossed demand draft/pay order drawn on any Scheduled Bank in favour of the Corporation with whom the tenderer wants to enter into contract and by no other mode, ie. by cheque or otherwise. The Demand Draft/Pay Order should be payable at the Regional/Zonal Offices of the Corporation situated at Delhi, Kolkata, Mumbai and Chennai, where the Tender is submitted. .
- (b) Interest free EMD will be forfeited if the tenderer :
- (i) modifies/withdraws on his own the offer during the validity period of 240 days from the due date of tender.
- (ii) refuses to sign the formal contract after acceptance of the tenderer's offer
- (iii) does not furnish the requisite Security Deposit, as mentioned hereinafter.
- (iv) is unable to position any of the qualified tank truck/s within the stipulated time after issuance of Letter Of Award / Letter Of Intent/ signing the contract with the Contracting Corporation..
- (v) fails to comply with the above condition for any one or part of the quoted number of trucks. The forfeiture of EMD amount in such cases will be at the rate of Rs. 20,000/- (Rupees Twenty only) per defaulted ready truck subject to maximum Rs 2,00,000/- (Two lakhs only) per tender and Rs 50,000/- per truck in case of proposed trucks.
- (c) Interest free EMD would be refunded :

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

12. Security Deposit

- (a) Successful tenderers, who have taken Carriers Legal Liability Insurance Policy for the cargo for an amount covering Minimum Rs 5,00,000/- per truck, will be required to furnish Security Deposit at the rate of Rs.75,000/-- (Rs. Seventy Five thousand only) per tank truck subject to a maximum of Rs. 4,50,000/- (Rs. Four lakhs Fifty thousand only) per contract.
 - (b) Minimum 25% of the Security Deposit amount or Rs.75,000/- (Rs. Seventy Five thousand only), whichever is higher, will have to be deposited with Contracting Corporation by way of a crossed Demand draft/pay order drawn on any scheduled bank in favour of the Corporation with whom the tenderer wants to enter into contract and payable at Regional/Zonal office of the Corporation and the remaining amount in the form of an irrevocable Bank Guarantee strictly in the prescribed format provided in the tender, valid for six months beyond the maximum tenure of this contract.
 - (c) The aforesaid security deposit will be adjusted against any claim of Contracting Corporation against the tenderer.
 - (d) In case the Truck/s offered by the tenderer during the validity of the contract are withdrawn without the consent of the Corporation (Region / Zone) and replacement trucks are not provided within 15 days of withdrawal, Security deposit @ Rs. 75,000/- (Rs. Seventy Five thousand only) per each Truck withdrawn will be liable to be forfeited.
13. In case the successful Tenderer desires not to take Carriers Legal Liability Insurance Policy for the Cargo, the Transporter would be permitted to submit a Security Deposit alongwith composite Bank Guarantee in the prescribed format provided in the tender , for an amount of Rs 5,00,000/- (Rs. Five Lakhs only) in lieu of the same as per clause no. 19 of the contract agreement. In their own interest the successful tenderers should take Insurance cover for the cargo .
14. (a) IOCL/BPCL/HPCL reserve the right to negotiate with any or all Tenderers.
- (b) Only the proprietors or partners of the firm or directors of the company or members of the managing committee of the society or the representative of the firm, company or society duly authorized in writing, [in the manner as

may be suggested by IOCL/BPCL/HPCL], by the proprietor or partners or directors or secretary of the co-operative society, as the case may be with full authority to negotiate and to make commitment on behalf of the proprietor or firm or company or society should attend such negotiations.

- (c) the proprietor or partners or directors or secretary of the society or the authorized representative as the case may be should carry printed letterheads and rubber stamp of the firm while attending such negotiations so that the terms agreed can be recorded by them in writing for submission to IOCL/BPCL/HPCL.
15. Tenderers are to submit the following information and xerox copies of the following documents duly certified by the tenderer , as true copy of the original along with tender and will produce the original of those documents (if any certified copy has been submitted at the time of submission of the tender) at such time as may be required by IOCL/BPCL/HPCL from time to time.
- (a) Firm's Trading Licence/Company Registration Certificate, wherever applicable.
 - (b) Partnership Deed/Certificate of incorporation.
 - (c) Registration Certificate of their trucks.
 - (d) CCE Licenses for carrying LPG for the trucks offered
 - (e) Copy of one invoice from IOCL/BPCL/HPCL Duly Self attested for the Period after Jan.2011 as proof of Tank Truck in use.
 - (f) Applicable Caste certificate issued by Competent Authority as per format.
 - (g) Affidavit in case of attached trucks
 - (h) Copy of PAN Card.
16. The tenderer will provide trucks to IOCL/BPCL/HPCL for its verification by location-in-charges of the concerned Corporation at their own cost and submit the verification certificate in Original by 13.07.2011 or such extended period as may be permitted by IOCL/BPCL/HPCL at its sole discretion. Tank trucks which are currently operating in contract under IOCL/BPCL/HPCL will not be required to be physically verified if the tenderer has submitted the copy of last one loading challan after January '11. However the Corporations reserve the right to direct any tenderer to submit any offered tank truck for physical verification at any point of time. Physical verification is part of the Credential Bid evaluation, and should not be construed as acceptance of offer.

17. Short listed tenderers are to submit two sets of photocopies of the following documents duly certified by the tenderers as true copy of the original and will produce the original of these documents before issuance of provisional LOI / Work Order or at such other time as may be required by the Corporations from time to time:

- (a) Registration Certificate / Certificate of Fitness / Route (National/State) Permits of their trucks
- (b) Insurance Policies
- (c) CCE Licenses of the trucks offered
- (d) PAN card
- (e) Applicable Caste certificate in original issued by Competent Authority.

Initially provisional LOI/Work Order only shall be issued. Upon receipt of the confirmation of the validity / genuineness of RC Book & CCE license from the respective Departments who issued the licenses / documents, the provisional LOI / Work Order would be converted into a regular Work Order for transportation. (This is as per directions issued in the order-dated 8.8.2007 by Delhi High Court in Writ Petition no. 17451/2005)

If anytime during the tender evaluation process or validity of the contract, it comes to the knowledge of the Corporation that the information given by the Transporter prior to entering into this contract in the tender form is wrong / forged / fictitious or any material facts have been concealed, the Corporation reserves the right to reject any or all of the tank trucks offered by the Transporter OR cancel the provisional LOI/Work Order. The Corporation also reserves the right to take any other action including blacklisting.

18. Tenderer will execute the Agreement in the prescribed form, draft of which is annexed with the tender form and will comply with all other terms and conditions as may be specified by IOCL/BPCL/HPCL in the Letter of Acceptance accepting rates offered by the tenderer. The agreement shall be signed only by the authorised person from the transporter's side as per constitution of the firm.

19. In the case of M/s HPCL/ IOCL, the Integrity Pact duly signed by the authorized official of HPCL/ IOCL and the Contractor, will form part of this contract / supply order.

Proforma of Integrity Pact (which is issued along with the bidding document) shall be returned by the bidder along with Credential bid, duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory. Bidder's

failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.

If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, HPCL/IOCL shall be entitled to demand and recover from bidder Liquidated damages amount by forfeiting the EMD/Bid security (Bid Bond) as per provisions of Integrity Pact.

If the contract has been terminated according to provisions of the Integrity Pact, or if HPCL/IOCL is entitled to terminate the contract according to provisions of Integrity Pact, HPCL/IOCL shall be entitled to demand and recover from the Contractor liquidated damages amount by forfeiting the Performance Bank Guarantee / Security Deposit as per Integrity Pact.

In case during the pendency of the tender / contract, similar Integrity pact becomes applicable for BPCL, the tenderer / transporters shall execute the respective Integrity pact prescribed by BPCL.

20. It is essential that the transporter/s furnish in writing the names, photographs, addresses, and designations of the crew and authorized representatives. Any change in the nominations is to be advised to the Corporations in advance. All authorized representatives / crew shall be issued Identity Cards free of cost by the Corporations. However in the event of loss of Identity Card, a fresh card will be issued against payment of Rs.100/- on written request along with copies of relevant FIR from the Transporter. Issue of such Identity Cards will not make the Corporations liable for any action of such representatives / crew, and will not absolve the Transporter/s for his / their liabilities under the law.
21. IOCL/BPCL/HPCL will be at liberty to follow any guidelines issued by the Ministry of Petroleum & Natural Gas, Government of India for award of any contract to any tenderer belonging to the Scheduled Caste and Scheduled Tribe category.
22. The schedule of despatches shall be decided at the Corporation's Refinery/loading/unloading source(s) and the Corporation does not give any guarantee for utilisation of any trucks either for :
 - (a) Minimum number of days per month
 - (b) Minimum mileage for each truck
 - (c) Route in which the truck will be utilised

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

 - (i) certain minimum number of days per month

- (ii) certain minimum mileage per truck
- (iii) on a particular route.

Further the Transporter/ s shall not be entitled to utilize the tank truck/ s offered to the Corporations for any other purpose save the purposes hereof even though the same are not being utilized by the Corporation PROVIDED HOWEVER in the event the tank truck/ s are not being utilized by the Corporations, then in such event, the Transporter/ s may, if desired, make an application to the Corporation for permission to use the tank truck/ s for some other purpose other than the purposes hereof AND upon receipt of such an application the Corporation may grant conditionally or unconditionally or refuse without reason, such permission.

23. IOCL/BPCL/HPCL will, unless inconvenient to them, in their own judgment, use the tank trucks of lower rates for longer route/destination.
24. If during the period of the contract, due to addition of new LPG bottling plants/ Source, according to Contracting Corporations assessment, additional tank trucks more than the contracted tank trucks is envisaged, Contracting Corporations reserve their rights to hire any tank truck, over and above the tank trucks accepted pursuant to this tender at any point of time and in such circumstances, Contracting Corporations will be free to hire tank trucks for such purpose as may be required by Contracting Corporations from the existing transporters at a rate not higher than their existing rates, and the trucks should not be running in any other Contract with any other Corporation and subject to other terms and conditions which the Corporation may stipulate for the purpose.
25. Payment towards transportation shall be released on monthly basis by unloading location/loading locations and/or any other Office as may be decided by Contracting Corporations from time to time. In case the tenderers observe any discrepancy, they should put a claim to unloading locations/loading location or any other Office of Contracting Corporations as may be decided by Contracting Corporations from time to time along with the details of the statement of such error/omission in the payment. No claims shall be entertained after 3 months from the date of payment.
26. No unsolicited correspondence / queries will be entertained while award of the business / contract is under process.
27. The tenderer will make good to the Corporations any loss whatsoever suffered by the Corporations, including but not limiting to the loss arising from :
 - (a) The confiscation by the Government or local authorities of any quantities of LPG delivered to the Transporter(s) for transporting.

(b) Loading/unloading of bulk LPG or in transit

RATES:

28. The quoted rates should be firm and valid for acceptance for a period of 240 days from the closing date of the tender. No tenderer will be allowed to withdraw or to revise his/ their offer on his own after the last date of receipt of the tender.
29. The Retail Selling Price (RSP) of HSD as on date of closing of the Tender will be the base price. The transportation charges will be paid with applicable escalation /de-escalation of rates from the closing date of the tender. The tender however will be evaluated based on the quoted rates.
30. The quoted rates are to be inclusive of all taxes, including goods tax/ hill tax/behti tax/ bridge tax/ toll tax etc. but exclusive of octroi on the Corporation's product. However, New Toll tax and incremental toll tax , if levied in future after the closing date of the tender, will be reimbursed subject to production of original (in case of thermal paper receipts , original receipts as well as self attested Xerox copies to be submitted) receipt of Toll tax paid along with transportation bills for utilization of such highways on or after 1.11.2011 by the contracted TT for delivering the Corporations' product.
31. The Transporter shall comply with all statutory provisions relating to his trade/business /profession including his own employees or employees engaged by transporter and Corporations shall not be responsible for his omission/commission. Further, the transporter undertakes to abide by the provision of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 in as much as the "Road Motor Transport Establishments" in the list of Non-Factory Industries to which the EPF & MP Act has been made applicable, is a class of establishments notified at item no. (4) of Appendix-I of EPF and MP Act, 1952 and as such the transporter shall ensure appropriate coverage of the TT Crew under the said Act and keep the Corporation indemnified for any non-compliance by the transporter.
32. The Corporations reserve the right to accept or reject any or all tenders in whole or in part and/or to divide the work amongst tenderers in the manner considered suitable by the Corporation at the Corporation's sole discretion and without assigning any reason thereof. No counter terms and conditions will be accepted.
33. Complete details of tenderer as regards organizational set up, name, address and contact number of the proprietor and each of the partners, the company and co-operative society financial stability, possession of tank trucks offered, past

performance of the same or allied fields of operation etc should be given and submitted alongwith the Credential Bid.

34. Over and above the terms mentioned herein, the terms and conditions mentioned in the draft agreement attached herewith will be deemed to have been included under these terms and conditions and if there is any conflict between the terms mentioned herein and the terms mentioned in the draft agreement attached herewith, the terms mentioned in the Agreement will prevail.
35. Envelopes containing the tender in the prescribed form duly filled in all respects, (overwriting to be avoided and corrections, if any, to be initialed by the tenderer) duly signed and stamped on every page together with all supporting documents and EMD should be properly sealed and dropped into the TENDER BOX kept for this purpose at the Regional/Zonal Office of the concerned Corporation for whose Region/Zone they are intending to quote. The credential-bid along with all supporting documents as required are to be placed and sealed in the envelope marked "B" and all the papers of Price-Bid are to be placed and sealed in the envelope marked "A". Both these envelopes are to be placed and sealed in the other Envelope marked "C" provided. Each envelope is to be super-scribed with particular Tender No. Those tenderers who are downloading the documents and submitting after filling of the details of their offers, should use their own envelopes for submitting the tender ensuring that credential bid and price bid are placed and sealed in separate envelopes suitably super-scribed as credential bid and price bid and both these envelopes placed and sealed in another envelope. Tenderer should ensure that the cost of tender document of Rs.2000/- by way of DD/Pay Order is enclosed in the credential bid envelope. Tenders received without the requisite tender fee and EMD will be summarily rejected. Each page of the tender is to be authenticated by full signature of the legally authorized person over the official seal. Tenders received without authentication or in unsealed condition or in wrong envelopes or submitted at wrong Office would be rejected. Under no circumstances any tender document will be accepted if received after the closing date and time. **Tenderers should ensure that each envelope is super-scribed with the particular Tender No. and the name of the Corporation and Region/Zone of preference i.e. North, East, South and West as the case may be.**
36. Credential Bid will be opened on 15th June 11 at 14:00 hrs in the presence of participating bidders at the address to be notified by the Corporations concerned

Regional/Zonal Offices by way of a notice to be put up on their Notice Board before the closing of tender.

37. After scrutiny of the Credential Bids, the eligible tenderers will be notified regarding date, time and venue for opening of the Price Bids by the concerned Corporation.
 38. **PROVISION OF FUEL ON CREDIT :-** Wherever the Corporations has arrangement to supply diesel on credit basis to the Tank trucks, engaged by the Corporations, the cost of diesel will be adjusted against the bills payable, if the tenderers so desire.
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INDIAN OIL CORPORATION LIMITED
BHARAT PETROLEUM CORPORATION LIMITED
HINDUSTAN PETROLEUM CORPORATION LIMITED
TRANSPORTATION CONTRACT AGREEMENT
FOR MOVEMENT OF BULK LPG BY ROAD
TENDER NO. LPG/OPS/TT () 2011.

This agreement made this ____ day of _____ Two Thousand and between INDIAN OIL CORPORATION LTD/ BHARAT PETROLEUM CORPORATION LTD/ HINDUSTAN PETROLEUM CORPORATION LTD., Company incorporated under the Indian Companies Act, 1956, and having its Registered Office at-----

-----, hereinafter called "THE CORPORATION" (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the ONE PART AND

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

OR

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

OR

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

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

of the OTHER PART.

WHEREAS the Transporter is desirous of providing tank trucks for transportation of bulk LPG of the Corporation from the various sources to such destinations as may be advised by the Corporation to the Transporter from time to time at their sole discretion. 2.

AND WHEREAS the Corporation is agreeable to utilize the tank trucks to be provided by the Transporter for transportation of bulk LPG of the Corporation on the terms and conditions contained hereinafter. 3.

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

DEFINITIONS:

In this agreement the following expression shall have the meaning assigned to them:

- i) 'LPG' shall mean Liquefied Petroleum Gas conforming to IS : 4576.
- ii) "TT", "Truck", "Tank Truck" shall have the same meaning assigned to them in the Static and Mobile Pressure Vessels (Unfired) Rules, 1981, and so licensed by Chief Controller of Explosives , Petroleum & Explosives Safety Organisation (PESO), Government of India.
- iii) 'Rules' shall mean the Static and Mobile Pressure Vessels (Unfired) Rules, 1981, and all amendments thereto.
- iv) 'Base' shall mean any land or other premises where the LPG is loaded / unloaded into / from Tank Trucks.
- v) "CCE", "CCOE", "PESO" means the Chief Controller of Explosives, Government of India.
- vi) "IOC", "IOCL", "BPC", "BPCL", "HPC", "HPCL", "Corporation" means in the appropriate context Indian Oil Corporation Limited, Bharat Petroleum Corporation Limited, Hindustan Petroleum Corporation Limited, a Company registered under Companies Act, 1956 and having its registered office at -----
-----and it includes its successors and assigns.

1. The Transporter hereby agrees to provide as and when required by the Corporation, ____ number of tank trucks, detailed particulars whereof are given in the Annexure hereto annexed and marked Annexure I and being treated as a part of this Agreement, to the Corporation within 30 days and in the case of proposed trucks, within 90 days or such extended period as may be permitted by the Corporation at its sole discretion from the date of issuance of the letter accepting the rate offered by the Transporter for utilization of the same for transportation of

bulk LPG by road as may be directed by IOCL/BPCL/HPCL from any source to any bottling plant and the Corporation agrees to take such tank trucks for utilization of the same on the terms and conditions contained hereinafter.

2. The tank trucks to be provided by the Transporter should be owned by or attached to him and should be fit to transport bulk LPG by road.
3. The Transporter will ensure that:
 - (a) Trucks expected to be operated/loaded for movements from Mumbai/BPCR/HPCR, should not be more than 8 years old as on the closing date of the tender. In case sufficient number of such tank trucks are not available during the period of contract, Corporation may either request the Transporter for replacement of the offered trucks to meet the requirement or take suitable measures to meet such requirement. In Eastern Region IOCL shall operate/load around 8 Tank Trucks having capacity upto 14 MT.
 - (b) Tank trucks provided are sound and conform to the prevailing Motor Vehicles Act including amendments, in excellent and efficient working conditions without worn out tyres, having fitness certificate from local State Transport Officer valid at all times during the entire contract.
 - (c) the tank trucks provided, complete with all fittings, shall conform to the Rules pertaining to the transportation of the LPG under Static and Mobile Pressure Vessels (unfired) Rules 1981 and all amendments thereto, specifications as laid down by the concerned Statutory Authority, OISD. The pressure vessel should be designed, constructed and tested in accordance with the Indian Standards IS: 2825/BS 5580 as amended from time to time. The tank trucks should also comply with the requirement of the prevailing Motor Vehicle Act and the prevailing Central Motor Vehicle Rules and requirement as per Public Liability Insurance Act and amendments thereto issued from time to time and/or any applicable Act/Rules or any amendment or re-enactment thereof from time-to-time.
 - (d) minimum 5 mm thick guard plate is provided for valve box cover with sealing arrangement in order to protect the valve/fittings from impact.
 - (e) suitable tracking device to monitor the movement of their Bulk T/Ts is provided as and when instructed by the Corporation and the same is kept operational at all times.
 - (f) the spark arrestor and fire extinguishers of the tank trucks are checked on a monthly basis and to ensure that the same are in perfect working condition all the times. The CCOE approved spark arrestor should be welded to the exhaust pipe.

- (g) no change in the ownership of the tank trucks owned by / attached to the transporter, as mentioned in the Annexure marked **Annexure I** hereto and/or the arrangement on which the tank trucks are attached, take place during the pendency of the contract without obtaining prior written consent from the Corporation as given in clause no. 20 of this agreement.
- (h) the bulk LPG is delivered at the destination promptly within the prescribed delivery periods as may be intimated by the Corporation from time to time.
- (i) the crew comply with all the requirements of the Motor Vehicles Act and the said crew are given proper training on fire fighting and that they wear Personal Protective Equipments like Hard hats and safety shoes etc. to avoid any accidental injuries to themselves while inside the Refinery / loading sources / Plant premises and observe all safe practices as per the instructions given by IOCL/BPCL/HPCL from time to time.
- (j) all necessary route permits for plying the vehicles within the state or inter-state routes, if required, for the transportation of LPG are obtained at their own cost and are available with the tank trucks at all times.
- (k) payment of applicable octroi charges, as may be payable en route are paid at the first instance and the duly receipted original receipts towards the Octroi Charges are submitted to the Corporation for getting reimbursement of the same, if applicable.
- (l) tank trucks are not unauthorisedly parked within Refinery / loading source /Bottling Plant premises , and no truck shall be left unattended at any point of time.
- (m) Insurance Cover is obtained from any Insurance Company as per Central Motor Vehicles Act for each tank truck AND shall keep the policy in force at all times during the pendency of the contract. The insurance cover will be for covering minimum Third Party risk and Public Liability. The Transporter/s shall produce original insurance policy and proof of payment of all insurance premia and charges in respect thereof for the verification of the Corporation as and when demanded by the Corporation AND shall renew all such insurance cover at least seven days before the expiry thereof. AND should the Transporter fail to insure the Tank Truck/s to the satisfaction of the Corporation/s as described herein, the Corporation/s shall be entitled to refuse to load, or utilize such Tank Truck/s.

- (n) no child or bonded labour is engaged for handling the work in connection with this contract or contravene any of the Government Rules and Regulations in this regard.
- (o) no person in the vehicle smokes and no fire or ignition takes place in the vicinity of the vehicle.
- (p) no other goods are carried in the vehicle either in loaded or empty condition.
- (q) the tank truck does not carry any person in cabin other than the authorized crew of the Transporter . Apart from the driver(s), the tank truck should compulsorily have a helper / cleaner at any time.
- (r) Bulk LPG Tank Trucks of category other than tractor-trailer combination manufactured on and after 1st October 2006 are fitted with Anti Lock Brake System .
- (s) Bulk LPG Tank Trucks manufactured on and after 1st day of October 2007 that are used as tractor-trailer combination are fitted with Anti Lock Brake System .
- (t) Internal Excess Flow Check Valves (EFCV) are installed as and when made mandatory by CCE.

4. It shall be the sole responsibility of the Transporter/s to ensure that the driver, helper and the other persons engaged for operating and maintaining the tank truck/s

- i) have the necessary qualification as laid down in the rules under the Central Motor Vehicles Act currently in force and any subsequent amendments thereto.
- ii) are educated about the safety risks and restrictions especially those stipulated in the Static & Mobile Pressure Vessels (Unfired) Rules 1981,
- iii) observe the safety precautions advised by the Corporation from time to time.
- iv) are provided standard safety gear (hard hats / safety shoes etc.) at the Transporter / s cost.
- v) abide by the Corporation's instructions in respect of routes and halting places,
- vi) do not smoke or light a flame while driving the tank truck/s or while they are in or about the tank truck/s or while they are in, or about or on, any premises of the Corporations or any other premises where loading or unloading of LPG is done AND observe all other rules relating to safety precautions which may be imposed by the Corporations.

5. The Transporter will ensure that:

- a) no repairs , additions or alterations to any pressure vessel (LPG Bullet) is carried out unless the proposed repairs, additions or alterations and their method of execution have been approved in advance and in writing by CCE. After approval, such repair shall be carried out in the manner and by practices permissible under code IS – 2825 / BS 5500.
- b) complete record of repairs, additions or alterations are maintained and made available to CCE, and his permission is obtained before re-commissioning of pressure vessel.
- c) mechanical repairs are undertaken at a safe place, with the crew in attendance.
- d) all fittings are maintained in complete and good condition.
- e) Contracted Oil Companies' specified Logo, Safety Instructions and painting scheme etc. are painted/ pasted/ stenciled on the body of the tank truck/s as directed by the respective Contracted Corporation from time to time, including Notices regarding Classification of Cargo in accordance with the Central Motor Vehicle Act, 1988, and all amendments thereto.
- f) the crew of the tank truck/s carry the Transport Emergency Card and any other specified references issued by the Corporation, at all times.
- g) all tank truck/s carry the safety kit as directed by CCE.
- h) the Corporation's instructions are complied on engaging crew certified by the Corporation/ AND to arrange for certifications / revalidation as directed by the Corporation/s.
- i) the crew are nominated for safety training organised by Oil Industry or any Agency approved by State Government as and when such nominations are made by the Corporation, AND the Transporter shall bear all expenses on this account. (may vary from place to place)
- j) the tank truck/s are always and exclusively driven by a person appropriately qualified and licensed under the Motor Vehicle Act and always accompanied by a "helper".
- k) the crew of the tank trucks are not changed frequently.
- l) the Transporter abides by all the Safety, Health and Environment related norms as in force during the period of contract. In case of violation of any of the above norms by the Transporter, penal action shall be taken as per the attached Transport Discipline Guidelines.

6. Officers of the Corporation will have the right to inspect the tank truck/s at their discretion at any time. If any deficiencies vis-à-vis prevailing Standards / Statutory Rules are noticed or the tank truck/s are found without due maintenance, the Corporation shall have the right to suspend operation of such tank truck/s till such time as mentioned in the Industry Bulk LPG Transport Discipline Guidelines (Annexure III).
7. The Transporter/s shall ensure that before filling LPG into any newly- manufactured Pressure Vessel or any used Pressure Vessel, which had been made gas-free, the air contained therein has been replaced by LPG vapour.
8. Wherever the Corporations have provided the degassing and purging facilities or will provide facilities during the currency of this contract, it will be obligatory for the Transporter/s to get their tank trucks degassed and purged at such Corporations' operated facility (either loading base or unloading base at which the tank trucks are operating). The Transporters' will be bound to pay the charges for such services rendered as fixed by the Corporations' from time to time during the currency of the contract. The Transporter/s are also allowed to purge and de-gas their tank trucks through competent parties duly approved by CCOE for degassing /purging and the certificate issued by such parties will be accepted by the Corporation. The trucks reporting with these certificates will be checked by the Corporation to ensure that the trucks are actually purged with LPG prior to loading. In case it is found that the degassing and purging done is not proper, it will be re-done at the Corporations facility wherever available at the Transporter's cost.
9. The Corporation shall have the sole right to utilize tank truck/s from the unloading plant mentioned in Annexure-II hereto to any location/source and different routes from time to time. The Corporation at their discretion may utilise the trucks attached for a particular loading base / unloading LPG Plant from any other loading base/ LPG Plant for transportation of the product there from and in such event the rates contracted for similar movement from that base or the nearest base would be applicable.
10. For rendering the services to the Corporation under this Agreement :
 - (a)
 - (i) the Transporter will be entitled to transportation charge at the rate as given in Annexure II
 - (ii) the above transportation charge will be paid on the consigned quantity OR the received quantity whichever is less.
 - (iii) Transportation charge payable would be made after deduction of applicable statutory Taxes/ charges.

- (iv) For compliance of service tax rules, goods consignment note has to be produced at Loading/ Unloading location at the time of loading/ unloading.
- (v) The transport charges payable under this Agreement are based on the shortest route approved by the Corporation on round trip basis (called RTKM). A list of current RTKMs applicable to loading bases/Bottling Plants where subject tank trucks are based are available with concerned loading bases/ Bottling Plant.
- In the event the distance for a particular RTD (Round Trip Distance) gets reduced / increased, it shall be the responsibility of the Transporter to bring the same to the notice of the Corporation, in writing, forthwith. On receipt of this information the Corporation shall re-verify the RTD and communicate the new approved route and RTD to the Transporter. The date of such first written intimation to the Corporation by any of the Transporter shall be the basis for reduction / increase in RTD.
- In case of failure of the transporter to give such intimation to the Corporation, the date mentioned in the written communication issued by the concerned local Govt. Authorities / the Corporation shall be binding on the transporters and the Corporation for the purpose of revision of RTD payable/ recoverable on account of such revision. The date of intimation by the transporter or the effective date mentioned in the written communication of the Government/ Corporation, whichever is earlier, shall be the date from which the increase/ decrease in RTD to be made effective.
- (vi) The above rates are inclusive of all taxes (except service tax), including goods tax/ hill tax/ Behti tax /bridge tax/toll tax etc but exclusive of octroi on the Corporation's product. However, New Toll tax and incremental toll tax , if levied in future after the closing date of the tender, will be reimbursed subject to production of original receipt of Toll tax paid along with transportation bills for utilization of such highways on or after 1.11.2011 by the contracted TT for delivering the Corporations product.
- (vii) The Transporter(s) shall submit bills to the Corporation in accordance with this Agreement and at the approved rates specified herein in such a format and in such a manner and at such intervals

as shall be directed by the Corporation from time to time and payment of such bills will be effected by the Corporation within 30 days from the date of submission of the bill.

- (viii) In case submission of bill is delayed, the Transporter/s are required to explain the delay to the satisfaction of the Corporation.
 - (ix) notwithstanding anything contained in paragraph 10(a)(viii) above, the Corporation may at its sole discretion, effect payment of the amount due to the Transporter(s) in accordance with this agreement and rates specified in the schedule and furnish necessary details to the Transporter(s) along with such payment.
 - (b) A penalty of Rs. 100/- shall be levied for every duplicate document asked for by the Transporter for originals lost by them.
 - (c) The rate mentioned in *Annexure II* will increase or decrease in the event of any variation in price of High Speed Diesel (HSD) of the Corporation prevailing in city of Chennai/ Mumbai/ New Delhi/ Kolkata, subsequent to the closing date of the tender of the respective Regions/Zones.
 - (d) The escalation / de-escalation in the case of HSD shall be calculated on the presumption that :
 - (i) Tank truck will run with HSD consumption @ 2.8 KM per litre
 - (ii) Notional capacity of the tank truck will be 18 MT
 - (e) The retail-selling price of HSD as on the date of opening of the tender will be the base price.
 - (f) The escalation/ de-escalation of transportation rates in the case of revision in HSD, will be allowed, provided the increase/ decrease is minimum 1.0 paisa per KM per MT.
11. (a) The Transporters shall make available all the tank trucks agreed to be provided at the locations assigned by the Contracting Corporation on a sustained basis.
- b) In case the Transporter(s) fails to provide tank trucks, as agreed, for any reason whatsoever, the Corporation at its sole discretion will be entitled to make alternative arrangements for transportation of bulk LPG and debit the Transporter with the additional cost incurred by the Corporation due to the failure on the part of the Transporter;
- This right of the Corporation is without prejudice to any other right, the Corporation is having under this agreement or in law.
- c) Under no circumstances the Transporter shall keep any of the contracted tank truck out of operation for a continuous period of more than 15 days in a month