



**NOTICE FOR ENGAGEMENT OF AD HOC TANK LORRIES FOR ROAD
TRANSPORTATION OF BULK POL PRODUCTS (MS/HSD FUELS) EX-
DESUR DEPOT , KARNATAKA**



BHARAT PETROLEUM CORPORATION LIMITED (BPCL), a Public Sector Undertaking, invite offers from tank-lorry owners for award of contracts for road transportation of bulk petroleum products for a period of 6 months on *ad hoc* basis, which may be extended further as per company's requirement at the sole discretion of the Corporation.

TENDER TERMS & CONDITIONS.

A. GENERAL:

The location wise estimated requirement of tank lorries is given as under:

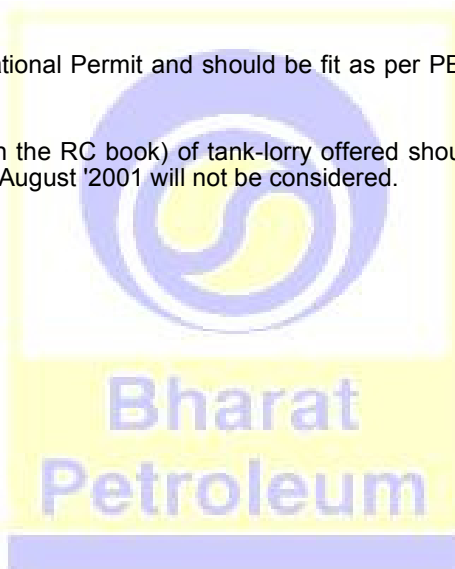
SR. NO.	LOCATION	ADDRESS	NAME OF INCHARGE	PHONE NO. OFFICE	ESTIMATED NUMBER OF TLS REQUIRED (12 KL & 18 KL & above)
1	Desur	BPCL, DESUR DEPOT NEAR DESUR RAILWAY STATION, VIL ZADSHAPUR. DESUR - 590014	Mr. Milind Rangate V	0831-2494959	12 KL : 25 18 KL and Above : 32

Number of tank-lorries shown above is indicative and is subject to change.

Contact Persons for details of offer:

- a. Mr. T. Thangavelu, Chief Manager Transport (Retail)- South +91-44-2614 2216
- b. Mr. Ravidas Bhat, Sr Manager Transport (Retail)- South +91-44-26142215

1. TLs offered should have National Permit and should be fit as per PESO and BPCL guidelines (Details available at location).
2. Age (Year of Model/Make in the RC book) of tank-lorry offered should not exceed 14 years. i.e. tank-lorries of model earlier than August '2001 will not be considered.



1. TLs shall be inducted at L1 rates of concerned location. Rates applicable as on date are as under :

RATES WEF 01.07.2015			12 KL			18 KL & ABOVE		
S.No	Location	RATE CAT.	Rs. Per KL	Paise per KL/KM	Paise per KL/KM	Rs. Per KL	Paise per KL/KM	Paise per KL/KM
			FDZ	BFDZ (W.S.)*	BFDZ (O.S.)*	FDZ	BFDZ (W.S.)	BFDZ (O.S.)
01	Desur		109.62	88.23	180.13	148.15	180.13	148.15

Desur POL Tender is valid till 31/07/2016

* WS-within State and OS-Outside state

4. Interested parties should study all the operations/ local conditions at the loading/ unloading point/s and route/s. Tenderers would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of offer.
5. Bharat Petroleum Corporation Ltd. reserves the right to accept or reject any or all the offer in part or in totality, or to withdraw/ cancel/ modify this offer without assigning any reason whatsoever, or to accept some or all of the tank-lorries offered.
6. Tank-lorries quoted in the tender should have all valid documents such as explosive license, calibration certificate, registration certificates etc.
7. Public Carrier Vehicle Operators (PCVOs) /Tank Lorries blacklisted by any of the Oil companies are not eligible to participate in the tender. For tank lorry blacklisted at a later date, no replacement will be allowed.
8. The Security locking system as specified by the Company from time to time should be installed at the cost of the tenderer.
9. Tank Lorries running in fuel other than HSD will not be eligible.
10. Escalation/de-escalation in transportation rates will be as per Schedule-A (Attached)

B. SECURITY DEPOSIT (SD):

1. Successful tenderers will be required to furnish Bank Guarantee at the rate of Rs. 1,00,000/- per TL subject to a maximum of Rs. 5,00,000/- within 15 days of issuance of LOI/ Work Order. A successful tenderer is required to submit a Bank Guarantee strictly in specified proforma valid for nine months.
2. Any loss/claim and/or damage arising out of the performance of the contract would be adjustable against the SD. Any loss/claims/damages higher than SD will be recovered from payments due to the contractor under this contract or deposits made by or payments due to the contractor under any other contract with BPCL.
3. Security Deposit (Bank Guarantee) would be returned after expiry of six months of completion of the contract on written request from the contractor, subject to satisfactory performance
4. There would be separate contract for separate location for one tenderer, irrespective of the tenderer offering Tank lorries at number of locations. Separate Security Deposit (Bank Guarantee) is to be submitted for the Tank Lorries offered at separate locations
5. The tank lorries of the successful tenderer will be engaged only after signing of Agreement and submission of Security Deposit (Bank Guarantee).

C. CONTRACT PERIOD:

The contract will be awarded for 6 (six) months from the date of signing agreement with an option to extend it further at the sole discretion of BPCL at the same rates, terms and conditions.

D. EXECUTION OF AGREEMENT:

1. Tenderers are advised to carefully scrutinize the specimen set of Agreements Forms given subsequently before submitting their offer. One set should be submitted with the offer, duly signed by the tenderer on all pages over the official seal, in token of acceptance of the terms and conditions thereof, and other set be retained with the tenderer.
2. When the person signing the offer is not the authorized signatory, necessary power of Attorney authorizing the signatory to act on behalf of the proprietor/ firm should be produced before signing the agreement, and an authenticated copy of the power of Attorney should be submitted for the record of BPCL.

E. MISCELLANEOUS:

1. Tank-lorries to be provided to BPCL for transportation of bulk petroleum products should preferably be covered by National Permit/ Zonal Permit at Contractor(s) cost.
2. BPCL reserves the right to reject the offer of any or all the parties without assigning any reason whatsoever at its absolute discretion. BPCL reserves the rights to withdraw/ cancel/ modify this offer without assigning any reason whatsoever.
3. BPCL reserves the right to accept all or some of the tank-lorries offered by the successful parties, without assigning any reason whatsoever. The decision of BPCL shall be final and binding.
4. BPCL will have the right to assign the tank-lorries offered in any one offer to any contract in any other State/ Region/ Location, on any route, temporarily or permanently, and the decision of BPCL will be final and binding on the successful tenderers/ contractors.
5. The tank-lorries offered should comply at all times with valid permits, rules and regulations of Statutory/ Government authorities.
6. Wherever the word tank-lorry, tank-lorries, TL, TT, Tank Truck has been mentioned, the same applies to Petroleum Product tank-lorries.
7. If any of the information submitted by the tenderer is found to be incorrect at any time including the contract period, BPCL reserves the right to reject the offer/ terminate the transportation contract and reserves all rights and remedies available.
8. The terms "BPC", "BPCL", "The Corporation" and "Bharat Petroleum Corporation Limited" in the appropriate context means Bharat Petroleum Corporation Limited, a Company registered under Companies Act, 1956 and having its registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001 and its successors and assigns.

F. DUPLICATION OF CLAUSE:

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

Signed in acceptance of the aforesaid terms & conditions.

Date:

Signature _____
Name of Person signing _____
Tenderer's Name and address with seal _____

**Chief Manager Logistics I/C (Retail) -South,
Bharat Petroleum Corporation Ltd.**

PARTICULARS OF TENDERERS

1	Name of the firm of Tenderer	M/s.																						
2	Registered Office Address of the Tenderer (With PIN Code)																							
3	Address for Correspondence (with PIN Code)																							
4	Contact Details	Phone:	Fax	Mobile No:																				
5	E-Mail Address																							
6	Status of the Tenderer (Please Tick one)	<input type="radio"/> Individual <input type="radio"/> Proprietor <input type="radio"/> Partnership <input type="radio"/> Limited Company <input type="radio"/> Co-Operative Society <input type="radio"/> Limited Company <input type="radio"/> Others (Pl. Specify)																						
7	Registration No.of the firm:	Year of Establishment:																						
8	Category (Please Tick)	<input type="radio"/> General	<input type="radio"/> Scheduled Cast	<input type="radio"/> Scheduled Tribe																				
9	Permanent Account No.(PAN issued by Income Tax Department)	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																						
10	Name and Address of Proprietor/Partners:																							
	Sr.No.	Name	Status	Address																				
11	Name of Authorized Signatory																							

12. Whether tenderer/ Prop./ any of the Partners/ Directors are related (as defined under Companies Act 1956) to any of Directors of Company to which tender is being submitted. If so, name of Director of BPCL & nature of relationship.
13. We confirm that neither tenderer nor any tank -lorry offered is blacklisted by any BPCL, IOCL, MRPL and HPCL.
14. We confirm that neither tenderer nor any TANK LORRY offered are involved in any litigation, which would render the performance of any obligation impossible in case, the contract is awarded to us.

Date:

Signature_____

Name of Person signing: _____

Tenderer's Name and address with seal:



PARTICULARS OF TANK LORRIES OFFERED (12 KL)

Sr. No.	TL Offered For : WOIL	RTO Regn. No.	Make & Model	Engine No.	Chassis No.	Cap in KL	Owned by Firm /Partner/Director/Proprietor	Name of Owner

PARTICULARS OF TANK LORRIES OFFERED (18 KL AND ABOVE)

Sr. No.	TL Offered For: WOIL	RTO Regn. No.	Make & Model	Engine No.	Chassis No.	Cap in KL	Owned by Firm /Partner/Director/Proprietor	Name of Owner

PARTICULARS

Age of tank-lorry offered should not exceed 14 years during the contractual period. The tank-lorries attaining the age of 14 years shall be removed from the contract and replacement with another Tank lorries having age less than 14 years will be the responsibility of the concerned tenderer.

Date_____

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

DETAILS OF RELATIONSHIP WITH BPCL DIRECTORS.

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

Organizational structure	Part of the form applicable.
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Sole Proprietor	PART – A
Partnership Firm	PART – B
Company Private / Public / Co- operative Society.	PART - C

PART – A

(Applicable where Tenderer is Sole Proprietor)

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

Strike off whichever is not applicable.

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

PART – B

(Applicable where the Tenderer is a partnership firm)

1. Name of the partnership firm responding to the tender:
2. Address:
3. Names of partners:
4. State whether any of the partner of the tenderer is a Director of BPCL: Yes/No
5. If „Yes" to (4) state the name(s) of the BPCL Director(s).
6. State whether any of the partner of the tenderer is related to any of the Director(s) of BPCL:

Yes/No

7. If „Yes" to (6) state the name(s) of BPCL Director(s) & the concerned partner"s (of the tenderer) relationship with him/ her.

Strike off whichever is not applicable.

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

PART – C

(Applicable where the Tenderer is a Public/ Private Limited Company/ Co-operative Society)

1. Name of the Company/ Co-operative Society responding the tender:
2. Address of: (a) Registered Office:
(b) Principal Office:
3. State whether the Company is a Pvt. Ltd. Co. or Public Co. or Co-operative Society.
4. Names of Directors of the Company/ Co-operative Society

5. State whether any of the Director Of the Tenderer/ Company is a Director of BPCL- Yes/No.
6. If „Yes“ to (5) state the name(s) of the BPCL Director(s).
7. State whether any of the Director of the Tenderer Company is related to any of the Director(s) of BPCL : (Yes / No)
8. If „Yes“ to (7) state the name(s) of BPCL Director(s) & the concerned Director"s (of the tenderer Co.) relationship with him/her.

Strike out whichever is not applicable.

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

DECLARATION „I“

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

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

DECLARATION „II“

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

OR

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

Name of the Employee
Of the Contractor

Name and Designation of
the employee of BPCL/ IOC/ HPC
/ KRL/NRL/Central/ State
Government and relation.

1. _____
2. _____

Strike off whichever is not applicable.

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

DECLARATION „III“

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

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

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

LIST OF RELATIVES

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

- i) He / She / They are members of Hindu Undivided family or
- ii) He / She / They are Husband & Wife or
- iii) The one is related to the other in the manner indicated below.

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



AGREEMENT FOR HIRING OF TANKLORRIES FOR MOVEMENT OF PETROLEUM PRODUCTS.

THIS AGREEMENT made _____ day of _____ 20____ between Bharat Petroleum Corporation Limited a Company registered under Indian Companies Act, 1913/1956 having registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai 400 001 hereinafter called 'THE COMPANY' (which expression unless repugnant to the context shall include its successors and assigns) of the ONE PART and M/S

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

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

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

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

1. The Carrier will provide the Company with _____ no. of tank-lorries for transporting petroleum products as per LOI / Work Order issued by BPCL. Carrier has certified that it is the owner of tank lorries and / or sufficiently entitled to operate these tank-lorries throughout the Agreement period and these tank-lorries are not under Agreement with any other party. Further, these tank-lorries shall remain under exclusive use with the Company throughout the Contract period.
The carrier agrees to replace _____ number of Tank lorries of 12 KL with _____ number of Tank lorries of 18KL and above within 6 months from the date of signing of this agreement failing which the company shall be at liberty to take action as deemed fit including payment of freight at the rate applicable for higher capacity T/Ls.
 - 2 (a) Each of the tank-lorry would be attached to a particular loading location / storage point of the Company as per LOI / Work Order issued by BPCL. The tank-lorry would be required to carry bulk petroleum products from the particular loading location (-----) to Company's Retail Outlets / Consumers / other storage points as would be instructed by the Company from time to time.
 - (b) In the event of resitment / change of loading location of the Company, tank-lorries attached to the old loading location would get automatically attached to the recited / changed loading location and rate and other terms applicable to the old loading location shall apply to the new loading location.
 - (c) In case required, Company would be entitled to utilise any tank-lorry attached to a particular loading location for bringing the petroleum products (bridging from another loading location to the base loading location, where the tank-lorry is contracted. In such cases the transport payment shall be made as per the following rules,
 - i) In case of change of the base location, which is temporary in nature payment will be made as per the rate stated in LOI/Work order.
 - ii) In case of change of base location, which is permanent in nature payments to be made as per the lowest finalised rate of the new location.
 - (d) In case required, Company would be entitled to utilise any tank-lorry attached to a particular loading location for movements of the petroleum products from another loading location to Company's Retail Outlets / Consumers / other receiving locations which are normally fed from that base loading location, where the tank-lorry is contracted. In such cases the transport payment shall be made as per the following rules,
 - i) In case of change of the base location, which is temporary in nature payment will be made as per the rate stated in LOI/Work order.
 - ii) In case of change of base location, which is permanent in nature payments to be made as per the lowest finalised rate of the new location.
- In case of any disputes arising out of such movements, the terms and conditions including Arbitration Clause of this Agreement would be applicable.
- (e) In case the Company desires to change the basis of loading of tank-lorry i.e. volume to weight or vice versa, the transportation rates shall be altered considering the standard conversion factors applied by the Company.

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

2. Uniform Specification:

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

- a. Shirt
- b. Trouser.
- c. Winter Jacket (for cold weather locations)

Driver:

Shirt: Plain Dark Grey yarn –dyed fabric with half sleeves and double – sided chest patch-pockets. Left side chest patch pocket with BPCL logo.

Trouser: Plain dark grey yarn dyed with pleats and cross pockets in front and patch pockets at the back.

Helper:

Shirt: Navy blue yarn-dyed fabric with half sleeves and double sided chest patch pockets. Left side patch pocket with BPCL logo.

Trouser: Navy blue yarn dyed fabric with pleats and cross pockets in front and patch pockets at the back.

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

4. **Health Safety & Environment**

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

- (a) Maintained in sound mechanical conditions and having all the fittings up to the standards laid down by the Company from time to time.
- (b) Meeting the following mandatory requirements of the Company:
 - i) Tank-lorries are to be painted as per the style of painting attached and the specifications to be obtained from loading location, at the cost of Carrier.
 - ii) Additional declarations are made in Emergency Information Panel, colour code band and logos and advertisement of the specified Brand names as directed by BPCL from time to time, etc is painted, at the cost of Carrier.
 - iii) **ABS (Anti Lock Braking System)** is a mandatory requirement for every tank lorry. ABS should be installed in the tank lorry at the cost of the tenderer.
 - iv) All tank-lorries must be fitted with standard type retractable safety seat belts for both driver & cleaner.
 - v) Bucket type adjustable seats should be provided for the drivers & cleaner.
 - vi) Uniform for the Tank lorry crew members as specified by BPCL at the cost of Carrier. All crew members should ensure that they report in neat & tidy uniform. The uniform should be of 100% cotton cloth.
 - vii) Safety helmets/safety shoes for crew members as specified by BPCL.
 - viii) Insurance cover for Tank lorry crew (5 lacks for accidental death & 50,000 for medical cover)
 - ix) Training to PCVO drivers under Motor Vehicle Act & obtaining the endorsement on the driving license would be the responsibility of Carrier.
 - x) The Tank lorry should meet the design of OISD RP 167/ Operations manual checklist for safety/ PFS manual which are available at loading location.
 - xi) At the time of enrolment and subsequently at once in six months, the transporter shall get the drivers" health checked at least for blood pressure, sugar & vision and a medical certificate is submitted to location.
 - xii) Carrier shall submit the details of TL crew, antecedents of the TL crew obtained from the local Police & a copy of valid driving license of the driver to the base location & obtain entry pass from the location.
 - xiii) Speed Governor is mandatory and the speed limit to be fixed is 55 km/hr.

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

- (c) Conforming to the statutory regulations like Indian Petroleum Act , Petroleum Rules, Motor Vehicle Act, PUC Norms, Carriage by Road Act 2007 etc. as applicable from time to time and the locking system should be as per BPCL approved drawing in manual available at supply location
- (d) Properly calibrated / stamped under the Weights & Measures Act. These shall be calibrated for single capacity up to maximum permitted under Motor Vehicles Act. Company would be entitled for insisting for calibration at Company's premises at the cost of Carrier.
- (e) Dual calibration of tank lorries is not permitted. These shall be calibrated for single capacity up to maximum permitted under Motor Vehicles Act. Company would be entitled for insisting for calibration at Company's premises at the cost of the carrier.
- (f) Having adequately trained Crew (driver and cleaner) for efficient operations. The driving license of the drivers should be endorsed for transportation of hazardous goods.
- (g) Equipped with sufficient number of rubber hoses having suitable couplings at both ends, bonding/ earthing with heavy-duty crocodile clips and dip-rods duly certified by Weights & Measures Department.
- (h) Training of the Tank Lorry crew is mandatory as per MV Act and BPCL's requirement. Crew who do not possess the training certificate will be not be allowed.
- (i) All the compartments of Tank Lorries should be pressure tested once in a year along with calibration. Tank Lorry without valid pressure testing certificate shall not be loaded..
- (j) Covered by Insurance Policy, inclusive of motor insurance as per statutory requirement. Also, product insurance covering the value of the product transported.
- (k) The tank-lorries listed in the LOI / Work Order will be made available to the Company at all times during the Agreement period at the loading location.
- (l) In case any of the tank-lorries is not made available by the Carrier on any day, Company would be free to use the services of any other tank-lorry and recover the difference in transportation charges from the Carrier.
- (m) In the event of breakdown or major repair of any of the tank-lorry, Company at its sole discretion, may accept any other tank-lorry of the Carrier for the period of break-down / major repair. Further, in the event Carrier request for the replacement of tank-lorry/s, Company at its sole discretion may accept the same. Failure to provide replacement of T/L or non-acceptance of replacement of T/L by BPCL, shall attract penalty as specified in 4(b) above.
- (n) Age of the tank-lorries offered should not exceed 14 years during the contractual period. Company shall remove the tank-lorries attaining the age of 14 years during the contractual period. Carrier will ensure replacement with another tank-lorry having age of less than 14 years in 30 days. In case Carrier fails to provide replacement within 30 days, Company will be free to engage any other tank-lorry.
- (o) Meeting the following requirements of the Company:
 - i. The Carrier will ensure pasting/ display of advertisements on the tank-lorry for display of BPCL Brands as specified/provided by BPCL on regular basis.
 - ii. Carriers should ensure that they inform statutory authorities like Police, CCOE etc. in case of any accident/fire incident.
 - iii. Minimum wages/ESI/EPF as per local rules should be completely adhered by the Carrier.

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

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

- i) Salary, minimum wages and other benefits and claims of Crew of tank-lorries and all members of Carrier's staff;
- ii) Payment of road tax, insurance and any other fees like permit, route fee etc., levied by statutory authorities;
- iii) Cost of lubricants, tyres, repair etc;
- iv) Calibration fees and other fee payable to Weights & Measures Department;
- v) Compensation or any other benefit payable to tank-lorry Crew and it's other staff or third party under any statute or regulation both under regular working and arising from accident etc.;
- (b) Carrier shall keep Company indemnified in respect of 5(a) above. In case, Company is made liable to pay any part of above cost, the same shall be recovered from the Carrier. The Company shall not be obliged to contest any claim made upon it for payment.
- (c) It is agreed that the tank-lorries covered by this Agreement shall operate at the sole risk of the Carrier. In no case, Company would be held responsible for any loss or damage done to / by the tank-lorry while on the Company's work or parked in their premises or anywhere else.
- (d) Carrier shall make their own arrangement for parking of their vehicle overnight and / or during holidays.

- (e) The Carrier shall comply with all statutory provisions relating to his trade / business / profession including his own employees or employees engaged by the Carrier and BPCL shall not be responsible for his omission or commission.
- (f) Any new levies on transporters will be borne by the Transporters.

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

The successful tenderer would be required to purchase fuel/lubricants for the TLs engaged by BPCL at the Smart Fleet Retail Outlets of BPCL. For this the tenderer would have to enroll under CMS Fleet Card Scheme for his fuelling requirement. Initially, 40% of the billing amount from the carrier's monthly transportation bill shall be deducted & same shall be credited to his CMS Fleet Card account. However, the Company reserves the right to revise the percentage of billing amount to be deducted for crediting it to Carrier's CMS account. The above rates are subject to escalation/de-escalation as per formula given in Schedule-A.

- (b) (i) Octroi charges levied on the product would be reimbursed by the Company against production of original receipts.
- (ii) Entry / Transit / Bridge / Toll (Pathkar) taxes paid by the Carrier for their tank-lorries while transporting petroleum products under this Contract would be reimbursed by the Company on round-trip basis subject to production of original receipts for payment. Company's decision whether any charge is reimbursable or not would be final and binding on the Carrier.
- (c) The transport charges payable under this Agreement are based on shortest route approved by the Company on the round trip basis (called RTKM). A list of current RTKMs applicable to storage points where subject tank-lorries are based are available with concerned storage point. Company would, however, be entitled to revise these RTKMs from time to time, including retrospectively, which would be binding on the Carrier. Difference in transportation charges arising out of this revision will be recoverable / payable from the date of Agreement or effective date of such revision, whichever is later.
- (d) Minimum amount payable shall not be less than FDZ rate for any particular shipment specific to location.
- (e) Company reserves the right to use the tank-lorries on their return trip based on Company's own operational convenience / requirement for delivery of petroleum products. Payment in such case would be made only to the extent of any additional distance covered beyond the normal RTKM route for which the movement was undertaken.
- (f) The procedure for payment of transport bills and reimbursement of entry / transit / bridge / toll tax / octroi charges prevalent in the Company from time to time would be binding on the Carrier.
- (g) The Company will endeavor to arrange unloading of the tank-lorries within reasonable time. However, no detention charges etc. are payable if, for any reason, such unloading is delayed at the receiving location.
- (h) The Carrier would provide consignment notes for each consignment loaded on a daily basis to the loading location.
- (i) The Carrier would provide transportation bill along with the consignment notes for each consignment to the base location for the consignment carried during the month, by 10th of the following month.
- (j) The Company would periodically review the performance of the Transporter/its crew on operational as well as the health, Safety & environment aspects. If the performance is not satisfactory then the Company would have the right to take appropriate action.
- (k) The Company may implement an integrated performance management system for TLs details of which are given below and all successful tenderers will be bound by it. The said system can include introduction of new practices / scoring system to assess performance.

CRITERIA FOR RATING CREW / TRANSPORTER					
		Max Marks		Items	Break up of marks
1	Breakdown of lorries	10	a	No. of days the lorry is under breakdown	7
			b	Condition of the lorry	3
2	Visual manifestation	10	a	VM standard of BPCL implemented	6
			b	Incase of national permit lorries logo and minimum vm criteria fixed is implemented	2
			c	Neatly painted and maintained	2
3	Safety and other fittings	20	a	Spark arrester	2
			b	Fire extinguisher maintained	4
			c	Electrical wiring in order	4
			d	Master switches in order	3
			e	Earthing Wire provided	2
			f	Abloy Locking System	5
4	Trip Timings	20	a	No untoward delay in reporting to dealer and back from dealer to Supply Location	10
			b	number of trips per month	5
			c	Prompt Delivery	5
5	Uniform	10	a	Clean and Tidy	3
				Uniform	
			b	Safety Shoes	2
			c	Safety Helmets	2
			d	Person is clean	2
			e	Identity cards	1
6	Knowledge of crew	10	a	assessment in training session	4
			b	response in time of fire drills	2
			c	Quizes	4
7	Licenses / Records	10	a	CCOE License	2
			b	RTO Clearances	2
			c	Insurance Cover	2
			d	Wts & Measures Certificate	2
			e	TREM Cards	2
8	Dealer Complaints	10		Nil Complaints from dealer	10
		100			100

Annual performance below 90% of the criteria enumerated above will warrant for debarring the transporter from participating in all the future BPCL Tender irrespective of Business Units and termination of current tender.

7 (a) The Carrier shall deposit a Bank Guarantee of Rs. 1.00,000/- per Tanklorry subject to maximum of Rs. 5,00,000/- as Security Deposit for due fulfillment of terms of this Agreement. Security Deposit amount shall be paid in the form of Bank Gaurantee strictly in specified performa, valid for three & half years.

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

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

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

- 9 (a) The Carrier shall be responsible for quantity and quality of the products received by him for transportation. Acknowledgement by any member of Crew of the tank-lorry or by any other authorized person of the Carrier by way of signing on the Challan or any other Dispatch Document would be sufficient proof of acceptance of product quantity and quality by the Carrier.
- (b) The Carrier will comply with and give full co-operation to the Company in meeting the requirements of prevailing "Marketing Discipline Guidelines" as applicable to them.
- (c) If any shortage in quantity and / or variation in quality of product is found at any stage after tank-lorry leaves the Dispatch Storage Point up to Receiving location, the Carrier would be responsible for the same irrespective of reason and Company would be entitled to following –
- (i) In case of quantity shortage due to any reason like accident, theft, robbery, hijacking of Tank lorry etc., will be recovered from the Carrier at the following rate:
(i-a) For MS / HSD – Sales: Invoice value of the product and transport charges for the shortage quantity. Stock transfer: Average Retail Selling Price of MS/HSD of all four Metros.
(i-b) For SKO - industrial selling price at dispatch location or receiving location, whichever is higher and transport charges for the shortage quantity.
(i-c) For all other products - as decided by the Company.
- (ii) In case of variation in quality, Company at its' discretion may dispose off the contaminated product. All expenses / losses and cost of product in this connection as determined by the Company shall be recoverable from Carrier. Above would be in addition to and without prejudice to the Company's right of termination of this Agreement as per clause 15.
10. Carrier will be responsible for ensuring that:
- (a) Rules and regulations of the Company in force are followed by him, his staff and Crew of tank-lorry.
- (b) All fittings in TANK LORRY should be ISI marked. Each TANK LORRY should carry one portable ISI marked 10 KGs DCP fire extinguisher in an easily accessible position away from the TANK LORRY unloading facilities and one portable 1 KG CO₂ / DCP / Approved equivalent fire extinguisher in driver's cabin. Company may ask for additional fittings / equipments as per requirement.
- (c) Each TANK LORRY should have double pole wiring system and should have security system arrangement as required by the company.
- (d) Any security system (for e.g.: locking system) decided by company to guard against malpractices will be unconditionally accepted by contractor. The modification / modifications of fittings if any on TANK LORRY would be undertaken at the workshops nominated by the Company, the cost of which will be borne by the Carrier. Carrier shall be responsible for safety / maintenance of such security systems.
- (e) tank-lorry delivers the product to the consignee specified.
- (f) The Crew has the correct delivery documents and TREM-Card.
- (g) tank-lorry follows the normal / approved route from loading location to receiving location.
- (h) Average trip-time is maintained.
- (i) Signature of recipient is obtained on the delivery documents.
- (j) Wherever required by Company, collect Cheques / draft / bank-slips etc from the recipient after ensuring that remittances are correctly drawn.
- (k) Handover receipted delivery documents and remittances pertaining to deliveries made, to the Company on the same day and before accepting next load. In case, return of tank-lorry is delayed for any reason whatsoever, such documents and remittance are reached to the loading location within 24 hours of completing the delivery.
- (l) Vehicle running in fuel other than HSD will not be eligible to participate in the tender.
11. In case any of the tank-lorries meets with an accident while it is loaded with Company's product, the Carrier shall:
- (a) Arrange conveying of information to dispatch storage points as also nearest police station;
- (b) Guard the tank-lorry and product till arrival of rescue agencies;
- (c) Arrange another fit tank-lorry to salvage the product from Accident tank-lorry;
- (d) Bring such transshipped / salvaged product to Dispatch Storage Point or other location as directed by the Company at Carrier's cost.
- (e) Be responsible and liable for loss / claims as determined by the Company.
- 12 (a) Carrier shall be responsible for any damage or loss caused to the Company's product or property by negligence or default of its Crew, authorized representative or tank-lorry. This will also include confiscation of Company's product delivered to the Carriers by any statutory authorities.

- (b) The Carrier should strictly adhere to the "Industry Transport Discipline Guidelines" as enumerated in Annexure I to this Agreement.
- 13 (a) The Carrier shall not be entitled to assign, subrogate, sublet or part with it's right, title and interest under this Agreement for any reason whatsoever, or change the ownership of / their right on the tank-lorries.
- (b) The Carrier shall not cause or allow any change in the constitution of its firm without obtaining the previous written consent of the Company.
14. Neither party to this Agreement shall be liable for the non-performance of any of its obligations under this Agreement so far as such non-performance is occasioned by conditions of the force majeure. The Force Majeure means natural calamities like floods, earthquake and other acts of God and riots, etc.
The affected party shall give the notice of occurrence of any such calamities within a period of 24 hours of occurrence of such calamities. The performance of the respective obligations of the parties under this Agreement shall be resumed as soon such calamities, which have resulted in the non-performance, cease to occur.
15. This Agreement would be valid for period of two years from the effective date as given in the LOI / Work Order with option at the sole discretion of Company to extend the same up to one year on same terms and conditions. However, Company reserves the right to terminate this Agreement by giving two months advance notice without being liable to give any reason or pay any compensation.
Notwithstanding anything to the contrary contained hereinabove, Company reserves the right to terminate this Agreement forthwith upon or at any time after happening of any of the following -
- (a) If the Carrier, its' proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.
- (b) If attachment in execution of a decree is passed against the Carrier, its proprietor or any of it"s' partners.
- (c) If road permits or statutory licenses / permissions granted to Carrier / it's tank-lorries by transport or any statutory authorities is cancelled or revoked.
- (d) If any of the information submitted by the Carrier in the tender is found incorrect at any time.
- (e) Breach of any of the terms or conditions of this Agreement by the Carrier.
- (f) If the Carrier commits or suffers to be committed any act which in the opinion of the Company whose decision shall be final, is prejudicial to the good name / image of the Company or its" products or its services.
- (g) If the Carrier causes disruption in transportation of bulk petroleum products. The decision of Company will be final and binding on the Carrier.
- (h) On the death or retirement of proprietor or any of the partners of the Carrier firm. However, in case, Company does not exercise this option, the Agreement shall continue as between the Company and surviving / continuing partners of the Carrier. The legal representatives of the deceased partner or the retiring partner himself shall be liable for all the obligation of the carrier incurred up to the date of death or retirement but shall not be entitled to claim from the company any portion of Security Deposit (Bank Gaurantee). Company shall account for Security Deposit (Bank Gaurantee) to the surviving or continuing partners. The death or retirement of any partners shall be notified by the Carriers to the Company in writing within 24 hours of such death or retirement.
- (i) If the crew of the carrier commits any unsafe act such as rash driving, accident, non adherence to safety guidelines and not using safety/protective equipments etc. within or outside BPCL premises.
- (j) If the Carrier, its proprietor or any partners or Tank lorry crew misbehaves (abuse/ threat/ assault/ manhandles) with the consumers/Dealers or with the employee of the BPCL.
16. a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Company against the contractor or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director (Marketing) of the Company or of some Officer of the Company who may be nominated by the Director (Marketing). The licensee will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the Company or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the company, he had expressed view on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director (Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director (Marketing) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an officer of the Company if the Director (Marketing) does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director (Marketing) of the Company or a person nominated by such Director (Marketing) as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration

& Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.

- b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute, before him. The arbitrator shall have all summery powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- c) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, shall be entitled to prefer a cross-claim, counter claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Director (Marketing) for such counter-claim, cross claim, or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Director (Marketing).
- d) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
- e) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims of cross claims of the parties.
- f) The arbitrator shall be entitled to direct any one of the parties to pay the costs to the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
- g) The parties hereby agree that the courts in the city of Chennai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed (if so required) in the concerned courts in the city of Chennai only.
17. This Agreement covers entire understanding between the parties. No alteration / variation of any of the terms of this Agreement shall be valid unless made with the consent of both the parties and evidenced in writing duly signed by authorized representatives of both the parties.
18. All notices and other communications to be given under this Agreement by either party to the other shall unless otherwise specifically agreed be given in writing by Registered Post or hand delivery against acknowledgement to the following addresses of the respective parties.

**Chief Manager Transport (Retail)- South.
Bharat Petroleum Corporation Ltd.,**

Name of Carrier,
Address,

Signed and witnessed at _____ on _____.

For COMPANY

WITNESS 1.
2.

M/s. _____
(Authorized Signatory)
For CARRIERS

WITNESS 1.
2.

M/s. _____

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

OIL INDUSTRY TRANSPORT DISCIPLINE GUIDELINES

(Version 3.0)

Effective 01-06-2014



INDUSTRY TRANSPORT DISCIPLINE GUIDELINES

Version 3.0

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. Now in view of various new initiatives taken by OMCs such as implementation of Vehicle Tracking System, revision in safety and security aspects, implementation of revised Marketing Discipline Guidelines (MDG) with effect from January 2013 etc., a need was felt to revise these guidelines. Accordingly, a committee comprising of the following members studied the issues involved and revised the Industry Transport Discipline Guidelines to be implemented effective 1st June 2014 :

COMMITTEE MEMBERS :

Sr. No.	Name	Designation	Signature
1.	Mr. E.A. Vimal Nathan (Convener)	General Manager (Supplies & Distribution), Bharat Petroleum Corporation Ltd. Retail Head Quarters, Mumbai.	
2.	Mr. S. Balasubramanian	Executive Director (Operations) Indian Oil Corporation Ltd. Head Office, Mumbai	
3.	Mr. H.C. Mehta	Executive Director (Operations & Distribution) Hindustan Petroleum Corporation Ltd. Head Office, Mumbai.	

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1. INTRODUCTION:

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 15⁰ C Celsius shall be indicated on sales document.
 - b. Stock transfer document: Dispatch temperature & density of the product at 15⁰ 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.

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 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 as per clause 8.1 of ITDG.

In case RO sample passes and TL1 fails, in the event of a request from the transporter (not a dealer-cum-transporter) for testing his retained sample, the same will be tested as per guidelines in presence of the field officer, dealer and transporter after due verification of the samples. Its results shall be compared with TL1 and SL1 results and decision of Oil Company shall be based on the test results of these 3 samples (TT retention sample with the dealer, SL sample and the TT retention sample with the transporter) and would be decisive and binding on all. All samples should be tested in the same Lab.

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 failure of TL1.

4.5.2 Testing for Marker

If the product sample drawn from the retail outlet is found failing in the marker test then the last "Retained Tank Lorry samples" kept at the retail outlet shall be tested for marker test. The marker test of "Retained Tank Lorry samples" will be carried out after giving prior notice to the dealer & the concerned carrier so that they can be present at the test venue if they so desire for witnessing the testing. Field officer or the representative of the divisional office/ regional office/ territory office will also be present & conduct/ witness the marker test.

This team will submit its report in the approved industry format. If the "Retained Tank Lorry samples" is also failing in the marker test then the corresponding location sample will be tested. If the supply location sample is passing in the marker test then it shall be construed as a malpractice done by the carrier & penal action would be taken against the carrier as outlined under clause no. 8.

5. 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 stipulated by the Oil Company. Any unauthorized deviation from the specified route would be considered as a malpractice and action will be taken against the carrier as outlined under clause no. 8.
- 6.4 If it is observed that the VMU, its fittings or fixtures installed on the TT is damaged deliberately by the carrier or his representative, the VMU is switched 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 any stoppage en-route. Any stoppage shall be construed as malpractice unless explanation given to the Location In-charge/nominated officer is accepted. If not, action will be taken against the TT/Carrier as outlined in clause 8.2.2.
- 6.6 Carrier to ensure that the TT reaches the destination and delivers product to the consignee within specified trip time. The TT not reaching the destination or unauthorized delays shall be construed as a malpractice and action will be taken against the carrier as outlined under clause no. 8.
- 6.7 Carrier shall ensure that TT does not exceed the speed limits prescribed by the concerned authorities.

7. 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.
- 7.4 The TT crew would not be permitted to enter the location premises without use of the personal protective equipment i.e. safety shoes, helmet, spectacles (wherever necessary).
- 7.5 The crew of TT shall check safety fittings, fitness conditions of vehicles to ply on road before the TT is brought for loading.
- 7.6 Safety procedures for unloading and loading of vehicles at the supply location as well as at the destination i.e. retail outlets, direct customer, supply location, etc. shall be strictly adhered to.
- 7.7 It shall be mandatory for all drivers to undergo refresher training course / training programs organized by the location.
- 7.8 The TT should be driven by driver having valid driving license duly endorsed by RTO for having undergone training to carry hazardous goods.
- 7.9 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.
- 7.10 The carrier shall ensure that the TT crew are not in intoxicated state while on duty.
- 7.11 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. 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.

8.2 Penalties for malpractices/ irregularities

8.2.1 Malpractices/ irregularities will cover any of the following:

- a. Unauthorized deviation from specified route/ unauthorized delay/ unauthorized en-route stoppage/ not reaching destination/ over speeding/ en-route switching off VMU/ unauthorized removal of VMU/ use of VMU on other vehicles
- b. TT crew found in intoxicated state while on duty.
- c. 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, wherever required, shall be conducted and if the malpractice/ irregularity is established then penal actions stipulated as under shall be taken, including blacklisting :

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) Over speeding. (c) Driving vehicle 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 un-authorized stoppage en route. (b) Established un-authorized 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.
8.2.2.5	(a) Established tampering/ damaging of VMU. (b) Established disconnection of power/cable of VMU en route. (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 Company about the accident.	TT shall be blacklisted.		
8.2.2.16	Any act of the carrier/ carrier's representative that may be harmful to the good name/ image of the Oil Company, its products or its services.	As decided by the company		

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

However, in case of 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-authorised duplicate keys of security locks.
3. Duplicate dip rod/calibration chart.
4. Mis-appropriation of security locking system.

8.2.3 Period of blacklisting

The period of blacklisting for the carrier & TTs shall be 2 years. Depending upon the seriousness of the offence, the carrier/ TT may be banned permanently.

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Annexure – I

Amendment Record

Amendment No.	Date	Page/s	Date Received	Chapter	Subject	Signature

Annexure – II**SAMPLE TAG**

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

(On Non-Judicial Stamp of Rs. 200/- (two hundred only)

BANK GUARANTEE

1. In consideration of Bharat Petroleum Corporation Limited having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400 001 (hereinafter called "The Company" having agreed to exempt M/S _____ (Hereinafter called "the said Carrier(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ the Company _____ and the Carrier(s) _____ for (hereinafter called "the said Agreement") of the Security Deposit for the due fulfillment by the said Carrier(s) of the terms and conditions contained in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ only), We _____ (name of Bank) (hereinafter referred to as "Bank") at the request of M/S _____ (Carrier(s)) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Carrier(s) of any of the terms and conditions contained in the said Agreement.
2. We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reasons of breach by the said Carrier(s) of any of the terms and conditions contained in the said agreement or by reason of the Carrier's failure to perform the said Agreement. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Carrier(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability under this guarantee for payment there under and the Carrier(s) shall have no claim against us for making such payment.
4. We _____ (name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Company under of by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Carrier(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liabilities under this guarantee thereafter.
5. We _____ (name of Bank) further agree with the _____ Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Carrier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Carrier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Carrier(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Carrier(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Carrier(s).
7. We _____ (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated _____ day of _____ 20.

For _____
(Indicate name of the Bank and affix seal)

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

GENERAL IRREVOCABLE POWER OF ATTORNEY

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

- i) To sign, seal, execute, perfect and/or complete the tender document of transportation of petroleum products and also other relevant documents required by M/S _____ Corporation Ltd. (hereinafter called The Company) in respect thereof.
- ii) To negotiate, enter into correspondence with the Company and do all and everything necessary suitable or proper with regard to the said tender for transportation of petroleum products.
- iii) To sign, seal, execute, perfect and/or complete the Agreement for Hiring of Tank Lorries and all and/or any other document, Indemnity Bond etc. Required by the Company in connection with the said Transport Contract Agreement.
- iv) To do all acts, deeds, as may be necessary for and incidental to the execution of proper performance of the said agreement for Hiring of Tank Lorries with BPCL.

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

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

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

Signatures

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

Before me.
Notary public
(Notary's Stamp)

UNDERTAKING

We declare as under:

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

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

(On Non-Judicial Stamp Paper of Rs. 200/- (two hundred only))

AFFIDAVIT

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

1. That, I / We are the owner/owners of tank lorry/lorries No. _____ bearing Engine No. _____ Chassis No. _____ make and model _____ .
2. That, I / We have attached / shall keep attached the above mentioned tank lorry/lorries with M/s. _____ (vendor name) _____, till the validity of POL Road Transport Contract awarded by M/s. Bharat Petroleum Corpn. Ltd, in favour of M/s. _____ (vendor name) _____ .
3. That, during above period, M/s. _____ (vendor name) _____ alone shall have all the rights of operating the said tank lorry and receiving consideration for such operation.
4. That, I / We also declare that , the tank lorry/lorries mentioned in Item 1) above, has not been withdrawn / not operating / and not black-listed from any other contract with any other Oil Company, or any other location of M/s. BPCL.

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.
Notary Seal**

SCHEDULE -A

Clause for escalation/de-escalation in case fuel is not issued by the company:

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

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

FORMULA: 12 KL

Increase/ Decrease in 1 litre of HSD Retail Selling Price (RSP) at Supply location (with following clarifications)

$$\frac{\text{Increase/ Decrease in 1 litre of HSD RSP}}{12 \times 4} \times Q \times 4$$

Where Q represents notional capacity of a Tank Truck and it is taken as 12 KL and 4 represent distance (4 KMs), which a Tank Truck can run with 1 lit of HSD (loaded or otherwise) for the purpose of calculations.

FORMULA: 18 KL and above.

Increase/ Decrease in 1 litre of HSD Retail Selling Price (RSP) ex at Supply location inclusive of taxes (with following clarifications)

$$\frac{\text{Increase/ Decrease in 1 litre of HSD RSP}}{18 \times 3.5} \times Q \times 3.5$$

Where Q represents notional capacity of a Tank Truck and it is taken as 18 KL and 3.5 represent distance (3.5 KMs), which a Tank 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 will be allowed on monthly/quarterly basis as per tender conditions of respective location.
2. Escalation/ de-escalation shall be applicable as per increase/ decrease in RSP (Retail Selling Price) of HSD, which will be the weighted average of RSPs of HSD during immediate preceding one month, and the new transportation rates arrived at on the above dates shall be applicable for a period of subsequent month.
3. Only the increase/ decrease in RSP of HSD at Supply location shall be considered. In case of any dispute, the decision of the Oil Company shall be final and binding.
