



NOTICE INVITING E-TENDER

BHARAT PETROLEUM CORPORATION LIMITED **TERRITORY MANAGER (LUBES)**

Visakha Installation, Near Dhana Reddy Godowns,
Post Bag No. 213, Naval Base Post, Visakhapatnam, Andhra Pradesh 530014
TEL NO. 0891-6567562



Tender no	SR/C&F Operator/Vizag/2017-2021 Date : 12.01.2017
Subject	E-Tender for Appointment of C&F operator cum Secondary Transportation at BPCL Lube Depot at VIZAG in the state of ANDHRA PRADESH
Pre-bid meet for clarification on tender condition will be conducted at VIZAG TERRITORY OFFICE	20.01.2017 at 15.00 Hrs
Due date & time of submission of tender	02.02.2017 at 12.00 Hrs
Date & time of opening of technical bid	02.02.2017 at 12.15 Hrs at BPCL , Vizag Territory Office, Visakhapatnam
Contract period	Five years w.e.f. 01.09.2017 , Initially for the period of three years and extendable by another two years at sole discretion of BPCL at same rates, terms and conditions.
Earnest Money Deposit – in the form DD	Rupees One Lakh (Rs.1,00,000/-)
Security Deposit – in the form of BG	Rupees 25 Lakhs (Rs.25,00,000)
Tender Fee – in the form of DD	Rupees Five Thousand (Rs. 5,750/-) inclusive of service tax @ 15%



12.01.2017

NOTICE INVITING E-TENDER

**C&F Operator cum Secondary Transporter Required at VIZAG,
ANDHRA PRADESH
For *MAK* Lubricants
SR/C&F Operator/VIZAG/2017-2021**

C&F Operator cum Secondary Transporter Required For *MAK* Lubricants.
Bharat Petroleum Corporation Limited wishes to appoint a C&F Operator cum secondary transporter for Lubricants for a period of 5 years (initial period of 3 years and extendable by 2 more years) at **BPCL VIZAG Lube C&F Depot, VISAKHA INSTALLATION, NEAR DHANA REDDY GODOWNS, NAVAL BASE POST, VISAKHAPATNAM in the State of ANDHRA PRADESH** at BPCL premises through Two Bid tender process (Technical & Commercial), who meets following criteria:

- a) The applicant should have minimum **2 years** of experience in complete C&F Operations particularly in lubricants including transportation or other FMCG products with reputed multinational / public sector companies during the last 5 years. Applicants who have operated as C&F with BPCL should necessarily obtain and enclose a certificate for satisfactory performance from concerned Territory Manager which should be issued within one month of issue of above tender. Also in case C&F is applying for the same C&F as advertised in newspaper then the performance will be evaluated against the performance certificate for the concerned C&F Depot only. The firm applying for C&F Operatorship should be registered in the same State where the subject depot is situated.
- b) The successful tenderer should be in a position to provide Security deposit by way of Bank guarantee for **Rs 25 Lakhs** (Rupees **TWENTY FIVE Lakhs**).
- c) The applicant/his staff must have good knowledge in Central Excise procedures and documentation. Operating knowledge of ERP system handling, preferably SAP will be added advantage. The successful tenderer should get his staff trained at BPCL premises, at his own cost, before starting of the C&F operations.
- d) Primary Lube Distributor (PLD) / Industrial Lube Distributor (ILD) / Lube Business Associate (LBA) of BPCL and their Relatives operating in the same State are not eligible to participate in this tender for the depot falling under the subject State. Moreover, the Distributors (PLD/ILD/LBA) of Other Lubricant marketing companies are also not eligible to apply.
- e) You are requested to do E- Bidding with payment of Rs.5750/- (Rupees five thousand Seven hundred and fifty only) as tender fee per set inclusive of service tax @15%(non-refundable) and EMD of Rs 1,00,000/- (Rs One Lac Only) by way of DD in favour of 'Bharat Petroleum Corporation Limited' payable at VIZAG. The name of the tenderer must be mentioned on the reverse of Demand Draft.

- f) The tender paper may be downloaded from our website www.bharatpetroleum.in or <https://www.bpcleproc.in> and DD for Rs.5750/- (Rupees five thousand seven hundred and fifty only) per set (non-refundable) and EMD of Rs 1,00,000/- (Rs One Lac Only) in favor of 'Bharat Petroleum Corporation Limited' payable at VIZAG should be attached with the Technical Bid. The tender documents which need to be deposited in Physical form, should be submitted to following address :

TERRITORY MANAGER (LUBES)
VISAKHA INSTALLATION, NEAR DHANA REDDY GODOWNS,
NAVAL BASE POST, VISAKHAPATNAM,
ANDHRA PRADESH - 530014.

You are required to submit Price BID tender document in soft form only at our website <https://www.bpcleproc.in> Division – Lubes Southern Region.

Last Date for submitting the duly filled in tender documents **in soft and Physical form** completed in all respects at the above address is **02.02.2017 on or before 12.00 hrs** and the technical bid will be opened at **12.15 hrs** in the presence of tenderers at the above address on the same day.

Tenders received late for whatever reasons/without EMD, submitted at the wrong address/in open or stapled condition/incomplete in any other respect will not be considered.

The Corporation reserves the right to reject any of the tenders without assigning any reasons whatsoever.

ANNEXURE A

**TENDER FORMAT FOR APPOINTMENT OF C&F OPERATOR CUM
SECONDARY TRANSPORTER**

Ref no: **SR/C&F Operator/Vizag/2017-2021**

Date: 12.01.2017

To,
M/s(Tenderer)

Dear Sir,

Sub: Tender reference **SR/C&F Operator/ VIZAG /2017-2021** for Lubes C&F Operator cum Secondary transporter at **VIZAG**.

Our tender documents for Lubes C&F Operator at **VIZAG**, is containing following tender documents:-

- a) Check list by tenderer (Annexure B)
- b) Statement of credentials (Annexure C).
- c) General terms & conditions, scope and responsibilities of Lubes C&F Operator cum Secondary transporter (Annexure D, E, F).
- d) Lubes C&F Operator cum Secondary transporter Agreement (Annexure G)
- e) Bank guarantee format (Annexure H)
- f) Declaration by Tenderer (Annexure I)
- g) Commercial bid (Annexure J)
- h) Technical Evaluation format (Annexure K)
- i) Integrity Pact (Annexure L)
- j) You are requested to mark envelop as "**Technical bid**", and put the documents which are requested to submit in Physical forms. Please mark this envelop as "**Tender Ref No. SR/C&F Operator/ VIZAG /2017-2021 for Lubes C&F Operator cum Secondary transporter at "VIZAG" "Commercial bid"**" is to be filled online in our e tender site www.bpcleproc.in digitally sealed & signed.

Note : Please ensure as above

❖ **Documents required for Technical Bid :**

For the purpose of technical evaluation following documents need to be submitted. In the event of non submission of any of the following documents the tender will be rejected at the first stage of Technical Bid evaluation itself:-

- i A) Notice Inviting E Tender and Annexure A: read, accepted and digitally signed soft copy for having read, understood & agreeing to comply with the same for having read, understood & agreeing to comply with the same.
B) Checklist by tenderers (Annexure B): duly filled, signed & rubber stamped by the tenderer on all pages in **Physical form**
- ii Statement of Credentials (Annexure C): Duly filled, signed & rubber stamped by the tenderer on all pages in **Physical form**
- iii General Terms & conditions, scope & responsibilities of Lubes C & F Operator (Annexure D, E, and F): read, accepted and digitally signed soft copy for having read, understood & agreeing to comply with the same.
- iv Draft Lubes C & F Operator agreement (Annexure G) read, accepted and digitally signed soft copy for having read, understood & agreeing to comply with the same.
- v Bank Guarantee draft format (Annexure H) read, accepted and digitally signed soft copy for having read, understood & agreeing to comply with the same.
- vi As tender paper is downloaded from our website www.bharatpetroleum.in or <https://www.bpcleproc.in>, DD for Rs 5750 (Rupees five Thousand seven hundred and fifty only) per set (non-refundable) in favour of 'Bharat Petroleum Corporation Limited' payable at **VIZAG** should also be attached with the technical bid in **Physical form**. The name of the tenderer should be mentioned on the reverse of the DD.
- vii Declaration by Tenderer. **(Annexure I) in Physical form. Annexure I A to be notarized.**
- viii DD for Rs.1,00,000 (Rupees One Lac) drawn only on a scheduled bank in favour of 'Bharat Petroleum Corporation Limited' payable at VIZAG towards EMD. The name of the tenderer must be mentioned on the reverse of the Demand Draft. This should also be attached with the technical bid in **Physical form**.
- ix Notarized copy of work experience certificate for C&F/other business, i.e. letter of intents or agreements issued by clients who are reputed multinational / public sector / FMCG companies during the last 5 years. Applicants who have operated C&F with BPCL should necessarily obtain and enclose a certificate for satisfactory performance from concerned Territory Manager which should be issued within one month of issue of above tender. Also in case C&F is applying for the same C&F as advertised in newspaper then the performance will be evaluated against the performance certificate for the concerned C&F Depot only. This should be in **Physical form**.

- x Notarized copy of last three years audited balance sheet & Profit and Loss a/c and auditors report. In case the individual or the firm is not required to get the P&L and balance sheet audited even then the tenderer should enclose P&L statement duly signed by Chartered Accountants. This should be **in Physical form**.
- xi Power of Attorney for the authorized signatory in original in case of firms other than sole proprietor. This should be **in Physical form**.
- xii Notarized copy of PAN card in the name of tenderer and ward / circle / range where assessed to income tax along with last 3 years income tax return. This should be **in Physical form**.
- xiii Solvency certificate (original) for **Rs.25 lakhs (Rupees Twenty Five Lakhs only)** issued by a scheduled bank on their letter head clearly stating that the tenderer is solvent to the extent of minimum of **Rs.25 Lakhs** issued during the last three months. This should be **in Physical form**
- xiv Notarized copy of Experience Certificate of ERP system handling, issued by client (if any) **(Desirable)**. This should be **in Physical form**.

Any tender received with counter terms & conditions or overwriting without signature or incomplete or not having specified enclosures / documents shall be rejected without any further communication.

❖ **Commercial bid**

Commercial bid : You are required to submit Price BID tender document in soft form only at our website <https://www.bpcleproc.in>
Division – Lubes Southern Region.

Only one envelope sealed and marked “**Technical Bid**” must be put in Tender Box and the envelope should also be marked as “**Tender Ref. no SR/C&F Operator/VIZAG/2017-2021 for Lubes C&F Operator cum secondary transporter at VIZAG.**”

❖ **Other conditions**

I. EMD will be forfeited and tender will be cancelled, if the tenderer:

- a) Modifies / withdraws the offer during the validity period of 240 days.
- b) Refuses to sign the contract within 15 (fifteen) working days from the date of issue of Letter of Intent by the Corporation.
- c) Does not furnish requisite security deposit by way of bank guarantee from a scheduled bank within 15 days from the date of Letter of intent issued by the Corporation.
- d) Does not commence the operations of C&F by the due date advised by BPCL officer. Any change in the commencement date should be agreed by the Corporation in writing.
- e) If information provided in the offer is found to be false or incorrect.

II. Refund of EMD:

EMD would be refunded to the unsuccessful tenderers within 15 days of finalization of the tender. In the case of successful tenderer, the EMD would be refunded only after completion of all the formalities i.e. signing of contract, submission of requisite Bank Guarantee, placement of owned vehicles within stipulated time etc.

No interest shall be payable on EMD.

❖ INSTRUCTIONS TO THE TENDERER :

1. The current sales volume of business which will be billed from Vizag C&F is approx **1548 MT** per annum. Out of 1548 MT the volume of approx. **48 MTs** per annum is of Stock Transfer Quantities i.e. Stock Transfer from Vizag Depot to other company depots). The C&F would normally cater to the Districts of Andhra Pradesh State (given in the table below which may be altered in accordance with the requirements of the Corporation. **The supplies may also be made to other States.**
2. In case of secondary transportation, the average monthly running (one way) of the vehicles (generally 1 MT to 3 MT vehicle or smaller) is expected to be **2600 Kms** approx. Average load size for deliveries is normally expected to be 1 MT to 3 MTs per trip but certain times a smaller load also should be delivered. However, please note that the volume / area / running and load size of vehicle mentioned above are only indicative and Bharat Petroleum Corporation Limited does not guarantee minimum or maximum volume of business, area of operation / load size or running of vehicles. The tenderer should own minimum **TWO VEHICLES OF 3 MT, ONE VEHICLE OF 1 MT** or should be able to buy the same within 15 days of date of letter of intent.

Secondary Transportation Estimated Volume in MT Year 1					
District	Estimated Volume to be handled in MT per annum(A)	Estimated volume to be transported in MT per annum	Average One way Kms(B)	Average distance beyond LFDZ	MTKM beyond LFDZ
	A	B	C	D	BXD
Srikakulam	107	107	130	90	9630
Vizianagaram	110	110	75	35	3850
Visakhapatnam	867	867	40	0	0
East Godavari	386	386	200	160	61760
West Godavari	27	27	250	210	5670
Yanam	3	3	190	150	450
Estimated Sales Volume per annum	1500	1500			81360
Estimated STO	48	48			

Secondary Transportation Estimated Volume in MT Year 2					
District	Estimated Volume to be handled in MT per annum(A)	Estimated volume to be transported in MT per annum	Average One way Kms(B)	Average distance beyond LFDZ	MTKM beyond LFDZ
	A	B	C	D	BXD
Srikakulam	118	118	130	90	10620
Vizianagaram	120	120	75	35	4200
Visakhapatnam	954	954	40	0	0
East Godavari	425	425	200	160	68000

West Godavari	30	30	250	210	6300
Yanam	3	3	190	150	450
Estimated Sales Volume per annum	1650	1650			89570
Estimated STO	53	53			

Secondary Transportation Estimated Volume in MT Year 3					
District	Estimated Volume to be handled in MT per annum(A)	Estimated volume to be transported in MT per annum	Average One way Kms(B)	Average distance beyond LFDZ	MTKM beyond LFDZ
	A	B	C	D	BXD
Srikakulam	130	130	130	90	11700
Vizianagaram	132	132	75	35	4620
Visakhapatnam	1050	1050	40	0	0
East Godavari	467	467	200	160	74720
West Godavari	33	33	250	210	6930
Yanam	3	3	190	150	450
Estimated Sales Volume per annum	1815	1815			98420
Estimated STO	58	58			

Secondary Transportation Estimated Volume in MT Year 4					
District	Estimated Volume to be handled in MT per annum(A)	Estimated volume to be transported in MT per annum	Average One way Kms(B)	Average distance beyond LFDZ	MTKM beyond LFDZ
	A	B	C	D	BXD
Srikakulam	143	143	130	90	12870
Vizianagaram	145	145	75	35	5075
Visakhapatnam	1155	1155	40	0	0
East Godavari	514	514	200	160	82240
West Godavari	36	36	250	210	7560
Yanam	3	3	190	150	450
Estimated Sales Volume per annum	1996	1996			108195
Estimated STO	64	64			

Secondary Transportation Estimated Volume in MT Year 5					
District	Estimated Volume to be handled in MT per annum(A)	Estimated volume to be transported in MT per annum	Average One way Kms(B)	Average distance beyond LFDZ	MTKM beyond LFDZ
	A	B	C	D	BXD
Srikakulam	157	157	130	90	14130
Vizianagaram	160	160	75	35	5600
Visakhapatnam	1270	1270	40	0	0
East Godavari	565	565	200	160	90400
West Godavari	40	40	250	210	8400
Yanam	3	3	190	150	450
Estimated Sales Volume per annum	2195	2195			118980
Estimated STO	70	70			

Summary of year-wise estimates						
		Year 1	Year 2	Year 3	Year 4	Year 5
Sales Vol in MT		1500	1650	1815	1997	2196
STO Volume in MT		48	53	58	64	70
Transportation						
Sales Volume to be transferred within LFDZ limit in MT		1548	1703	1873	2060	2266
MTKM covered in transportation beyond LFDZ		81360	89570	98420	108105	118980

3. PARCEL BOOKINGS: "Whenever company requires certain urgent small size load to be delivered thru' parcel bookings, the same should be undertaken immediately. The transportation charges up to parcel booking office would be paid as per LFDZ rate (up to 40 Kms) in Rs/MT. The actual parcel booking expenses can be claimed as a reimbursement from the company on a monthly basis on production of original booking receipts and way bill"
4. You are advised to use the prescribed forms issued by Bharat Petroleum Ltd. Only. In case additional space is required for filling the details, you may use letter heads.

Tenderers who needs any type of clarifications with regard to the terms and conditions of the tender can attend a pre bid session at BHARAT PETROLEUM CORPORATION LIMITED ,TERRITORY MANAGER (LUBES), VISAKHA INSTALLATION, VIZAG 530001, ANDHRA PRADESH STATE on 20.01.2017 at 15.00 Hrs .

5. The Last date for submitting the tender offer in the tender box kept at the following address is **02.02.2017** at **12.00 Hrs** . Any offer received after **12:00 Hrs** shall not be considered.
BHARAT PETROLEUM CORPORATION LIMITED
TERRITORY MANAGER (LUBES)
VISAKHA INSTALLATION, VISAKHAPATNAM
ANDHRA PRADESH STATE 530 001.
6. The tenders will be opened at the address given above on **02.02.2017** at **12.15 Hrs** in presence of the tenderers. Only authorized staff of the tenderers is allowed to attend the opening of technical bid. The authorized representative should bring letter to this effect. No separate intimation will be given in this regard unless there is a change in time/date/venue. All Tenderers should bring their rubber stamp/ letter heads.
7. The tender should be strictly in line with the terms and conditions. Any tender not conforming to the terms and conditions prescribed in the tender documents shall be summarily rejected
 - COUNTER TERMS AND CONDITIONS WILL NOT BE ACCEPTED.
 - OVERWRITING WILL NOT BE ACCEPTED
8. The tenderers meeting minimum qualification criteria for the respective tenders will only be considered for commercial bids opening after evaluation of Technical bids of all participating and valid tenders. After scrutiny of the 'technical bids' by

BPCL, only the eligible tenderers will be notified regarding date, time for the opening of price bids.

9. All rates quoted in commercial bid should be both in words and figures. In case of any difference between the two, the rates quoted in words shall be considered as final and authentic. Also the rate should be quoted in the same units as mentioned in the tender schedule.
10. The tenderer should study all the operations/ local conditions at the concerned location, loading/unloading point/s and route/s. Tenderers would be presumed to have understood the scope of operations and got acquainted themselves with the working conditions existing at the location, before submission of the tender.
11. Tenders not meeting the tender terms & conditions or incomplete in any respect or with any additions/deletions or modifications are liable to be summarily rejected without any further communication to the tenderers and decision of BPCL in this respect will be final and binding.
12. Tenderer should submit all the details and enclosures as has been asked in the tender form. In case any of the information is not applicable to the tenderer, "Not applicable" may be written against such item. Not submitting any information/ enclosure sought for may be a ground for rejecting the tender.
13. Tenderer / his authorized representative may be present during the opening of tender on the scheduled date and time.
14. Tender terms and conditions mentioned in the tender should be carefully studied. All the pages of the tender documents should be duly filled (Annexure B to L) along with required enclosures and should be signed and rubber stamped as a token of acceptance of the terms and conditions therein and submitted to BPCL.
15. Ranking of the tenderers i.e. L-1, L-2, L-3, etc will be done based on the **total cash outflow** for the entire contract period which includes the extendable period proposed in the tender.
16. If required, the negotiations/counter offer exercise will be carried out **only** with L1 tenderer and the revised rates accepted by them during negotiations/ counter offers will be finalized as L1 rate of the concerned location.
17. BPCL reserves the right at its sole discretion to reject unworkable/ unviable rates quoted by tenderers. Such tenderers will be treated as disqualified and will be rejected. The decision of BPCL in this regard will be final and binding.
18. Each page of the tender document is to be read, signed by the legally authorized representative of the tenderer, with the official seal.
19. If additional sheets are required, then number of such extra pages used should be indicated in the Covering letter.
20. All entries are to be made in ink. Over-writing/ using white ink / erasing out is not permitted. All corrections are to be made by scoring out incorrect entries, and such corrections are to be signed by the legally authorized representative of the tenderer, with the official seal. Tenders deficient in this respect are liable to be rejected.

SPECIAL INSTRUCTIONS FOR E BIDDING:

1. Interested parties are invited to submit offer in a two-part bid for subject tender.
2. Please visit the website <https://bpclproc.in> **Division – Lubes southern Region** for participating in the E Tender and submit your bid online.
3. The Bid consist of the following documents to be submitted **on-line**
 - a. Some Credential / Technical Bid (Un-priced) documents.
 - b. Price Bid for C&F operations and secondary transportation.
4. The submission of online bid as well as submission of Physical documents shall be up to **12:00 Hrs on 02.02.2017 only.**
5. Bids submitted after the due date and time of closing (i.e. after **12.00 Hrs on 02.02.2017**) of tender or not in the prescribed format will be rejected. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site and/or other documents to be submitted in Physical form due to postal delay etc. No claims on this account shall be entertained.
6. The schedule of Price Bid opening will be advised separately to tenderer who qualifies in the credential / technical bid.
7. Price Bid (to be submitted **online**) shall be opened only for those tenderers whose credential bid / technical bid is found acceptable as defined in tender document.
8. The online portion of the tender shall have to be submitted through the e-procurement system on <https://bpclproc.in>. **Division – Lubes Southern Region**
9. The tender document with detailed terms and conditions is also available on our website <http://bharatpetroleum.in> but the submission of tender is allowed only through the e-procurement system on <https://bpclproc.in>. **Division – Lubes Southern Region**
10. As a **pre-requisite for participation in the tender**, tenderers are required to obtain a valid **Digital Certificate of Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operation under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). **The cost of obtaining such Digital Signature Certificate and encryption certificate shall be borne by the tenderer.**

In case of any clarification pertaining to e-procurement process or for obtaining Digital Signature Certificate, the vendor may contact M/s. ABC Procure at 044 26142669.

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

- a. Tenderers are advised to log on to the website (<http://bpclproc.in>) and arrange to register themselves at the earliest.
- b. The system time (IST) that will be displayed on e-procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- c. Tenderers are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the tenderer intends to change /revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- d. Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

- e. **Tenderers shall submit price bids only through e-bidding and no Physical documents with respect to price bids should be submitted.** In case tenderer submits such Physical documents for price bids, the same shall not be considered.
- f. In case of any clarification pertaining to e-procurement process or for obtaining Digital Signature Certificate, the vendor may contact M/s. ABC Procure at 044 26142669..
- g. **Last Date** for submitting the duly filled in technical / commercial bid in the e-portal with tender documents completed in all respects is **02.02.2017 on or before 12.00 hrs (IST)** and the technical bid will be opened at **12.15 hrs** in the presence of tenderers on the same day at the office of BHARAT PETROLEUM CORPORATION LIMITED ,TERRITORY MANAGER (LUBES) ,VISAKHA INSTALLATION, NEAR DHANA REDDY GODOWNS, NAVAL BASE POST, VIZAG – 530014, ANDHRA PRADESH STATE. Technical bids along with list of documents as detailed below should be submitted in Physical / soft forms on or before closing date and time specified above.
- h. Submission of Technical/ Commercial Bid: Details of documents to be submitted on-line and in Physical form.

Sr. No.	Particulars	Submission Online Only	Submission of Physical Document Only
1	Notice Inviting E Tender and Annexure A	YES	
2	Checklist by tenderers (Annexure B)		YES
3	Statement of Credentials (Annexure C)		YES
4	General Terms and conditions, Scope & responsibilities of Lubes C&F Operator cum Secondary Transporter and Common terms & conditions (Annexure D,E,F)	YES	
5	Draft Lubes C&F Operator agreement (Annexure G)	YES	
6	Bank Guarantee format (Annexure H)	YES	
7	Notarized Declaration regarding Tenderer including his relatives not being a Distributor(s) (PLD/ILD/LBA) of BPCL or any of the Other Lubricant Marketing Company (as per Annexure I (A), I(B) & I		YES
8	Commercial Bid"	YES	
9	Technical evaluation format -(Annexure K)	YES	
10	Integrity Pact- (Annexure L)	YES	
11	EMD for Rs.1,00,000 (Rupees one lac only) by way of demand draft		YES
12	Cost of the tender document of Rs.5,750/- (Rupees Five Thousand Seven hundred and fifty only) by way of demand draft		YES
13	Notarized Copy of C&F work experience/other business i.e. LOI, agreements issued by the clients.		YES
14	Notarized copy of the last three years audited balance sheet, P & L account and auditor's report.		YES
15	Notarized copy of the last three years Income Tax Returns		YES
16	Solvency Certificate (in original) issued by a Scheduled Bank		YES
17	Original Power of Attorney for the authorized signatory in		YES

	case of firms other than proprietor.		
18	Notarized copy of PAN card in the name of tenderer and ward / circle / range where assessed to income tax		YES
19	Notarized copy of experience certificate, issued by client, of ERP system handling		YES

Please ensure submission of documents strictly as per table mentioned above failing which offers may be rejected out rightly. Any other document not mentioned above e.g copies of vehicle RC book etc. can be submitted in Physical form with other technical documents.

PRICE BID:

- 1) **Tenderers shall submit price bids only through e-bidding and no physical documents with respect to price bids should be submitted.** Price bids to be submitted through e bidding site on <https://bpclproc.in> under their login ID only.
- 2) No Physical document with respect to Price Bids should be submitted. In case tenderer submits such Physical documents for Price Bids, the same shall not be considered.
- 3) Tenderers should quote rates for all the items specified in of this tender. In case any tenderer has not quoted for all the items, his offer will not be considered.
- 4) No responsibility will be taken by BPCL for any delay due to connectivity and availability of website.

Thanking You,
Yours faithfully,
For BHARAT PETROLEUM CORP. LTD

Territory Manager (Lubes), VIZAG

Encl: as above

Date: _____

To,
TERRITORY MANAGER (LUBES)
VISAKHA INSTALLATION,
NEAR DHANA REDDY GODOWNS, NAVAL BASE POST,
VISAKHAPATNAM, ANDHRA PRADESH - 530014

Dear Sir,

**Subject : Tender ref no. SR/C&F Operator/VIZAG/2017-2021
dt 12.01.2017 : Check list for submitting tender for Lubes C&F Operator
at VIZAG .**

With reference to your newspaper advertisement in _____
newspaper on _____ (date), we are submitting the following documents
& enclosures for your consideration.

- 1) (A) Notice inviting Tender and Annexure A– **On line**
(B)Annexure (B)-duly filled, signed and stamped **Physical form**
- 2) Statement of Credentials (Annexure C): Duly filled in, signed & rubber stamped. **Physical form**
- 3) General Terms & Conditions, Scope & Responsibilities of Lubes C &F Operator (Annexure D, E & F) digitally signed for having read, understood & agreeing to comply with the same. **On line**
- 4) Lubes C &F Operator Agreement (Annexure G) digitally signed for having read, understood & agreeing to comply with the same. **On line**
- 5) Bank Guarantee format (Annexure H) digitally signed for having read, understood & agreeing to comply with the same. **On line**
- 6) Solvency Certificate (original) for **Rs.25 lakhs (Rupees TWENTY FIVE lakhs)** issued on _____ by a scheduled bank _____ on Bank's letter head clearly stating that the tenderer is solvent to the extent of minimum of **Rs.25 Lakhs**. In **Physical form**
- 7) A) Declaration by the tenderer (Annexure I, IA , IB) In **Physical form**
B) Integrity Pact (Annexure L) duly digitally signed. **On line**
- 8) EMD vide DD no. _____ dt. _____ for Rs1,00,000 (Rupees One Lac) drawn on _____ bank which is a scheduled bank in favour of 'Bharat Petroleum Corporation Limited' payable at VIZAG. Name of the tenderer has been mentioned on the reverse of DD In **Physical form**
- 9) DD no. _____ dt. _____ drawn on _____ bank for Rs. 5750/- (Rupees five thousand Seven hundred and fifty only) in favour of 'Bharat Petroleum Corporation Limited' payable at **VIZAG** (**since we have downloaded tender paper from website www.bharatpetroleum.in**). Name of the

tenderer has been mentioned on the reverse of DD. (only if applicable) In **Physical form**

10) Notarized copy of C&F work experience In **Physical form**

11) Notarized copy of last three years audited balance sheet & Profit and Loss a/c and auditors report. In **Physical form**

12) (a) Notarized Xerox copy of registration document of each of the 3 MT/ 1 MT LCV in **Physical form**

(b) Notarized copy of PAN number in the name of tenderer/proprietor. Notarized copy of PAN card in the name of tenderer and ward / circle / range where assessed to income tax along with Income Tax return for last 3 years. In **Physical form**

13) (a) Original Power of Attorney for the authorized signatory in case of firms other than sole proprietor In **Physical form**

(b) Notarized copy of Experience Certificate of ERP system handling, issued by client. (If any) Desirable In **Physical form**

(c) Commercial Bid . **On line**

We confirm having understood that above documents are mandatory and our tender will be summarily rejected by BPCL on non-submission of any of the above documents mentioned from Sl. No. 1 to 13 without any further communication to us.

SIGNATURE : _____

NAME : _____

FIRM'S NAME : _____

ADDRESS : _____

DATE : _____

Photograph of the tenderer / authorized signatory to be affixed here and signed across the photograph

RUBBER STAMP :
OF THE FIRM/ PROPRIETOR

STATEMENT OF CREDENTIALS

Date:

To,
Bharat Petroleum Corporation Limited,
VIZAG,

Dear Sir,

Subject: Statement of Credentials

We are submitting the following statement of credentials:

1. Name of the Firm :
2. Status of the Firm :
(State whether Public Ltd. Co., Private Ltd. Co., Partnership, Co-op. Society or Sole Proprietor)
3. Year of Establishment :
4. Registration Number, if any :
5. Registered Postal Address :
6. Telephone Number(s) :
7. Address of Branches, if any :
8. Names of all Directors/ Partners/ Proprietor as the case may be/ with address and Telephone Nos. :
9. Name of authorized signatory :
(Tenderers, other than sole proprietors, to attach Original copy of power of attorney)
10. Permanent Income Tax Number :
(Attach notarized copy of PAN & in case not yet allotted by I.T.deptt., attach Notarized Xerox copy of your application for PAN)
11. Name of Bankers & Branch with full address :
12. Type of Account(s) & A/C Nos. & Account(s) Nos. :
13. No. of years experience in the C&F business :
- a) Total experience in C&F business :
- b) Experience in C&F in Lubes/Paints/ similar products:

- c) Geographical area handled :
(Please enclose notarized copy of C&F work experience certificate)
14. No. of years experience in the Business (other than C&F) :
- a) Total experience in business :
- b) Nature of Business :
- c) Geographical area handled :
(Please enclose notarized copy of work experience certificate i.e. Letter of intent or agreement copy issued by the clients who are reputed multinational / public sector / FMCG companies etc.for all above)
15. Confirm whether you are having Adequate resource and manpower to manage :
- a) Central Excise, Sales Tax rules & related documentation : Yes / No
- b) Stock transfer, sales & Related documentation : Yes / No
- c) C&F business : Yes / No
- d) Warehousing : Yes / No
- e) ERP system handling : Yes / No
(Attach notarized copy of certificate of ERP system handling given by client, if any)
16. Please confirm whether you have Qualified/trained/experienced staff on your roll to handle this job. : Yes / No
17. Furnish notarized copy of Audited Balance Sheet & Profit and loss account For the last three years. **This is Required even if the tenderer is Not supposed to submit these Documents as per IT rules.** : Yes / No
18. Details of C&F/other business presently in hand :
- a) Nature of business :
- b) Client(s) :
- c) Validity of the contract :
- d) Value of Contract (Rs/pa) :
(Attach notarized copy of Letter of intent or agreement copy)
- e) Area of Operation :

19 a) Whether transport vehicle (s) of 3/1 MT LCV/Smaller Vehicle is/are available. If you own the LCV and Smaller Vehicle then please submit the Xerox copy of the documents e.g. valid RC book copies. Tenderer owning the LCV and smaller vehicle will get preference over the one who does not own the LCV.

b) Please provide the following details:

Vehicle type	Owned	Capacity	Attached with contract details	Total no of vehicles
Smaller Vehicle				
LCVs				

c) If not owning the LCV, confirm the same shall be made available within 15 days of issue of LOI :

Confirmation by Tenderers: **YES / NO**

- We confirm that our offer will remain **valid for 240 days** from the date of opening of Tender.
- We do hereby certify that all the information as provided above is correct and true in all respects & in case any information is found to be false or incorrect, we understand that BPCL can reject/terminate our offer.
- We have read, understood what is stated in General Terms & Conditions, Scope & Responsibilities of Lubes C&F Operator, agreement for Lubes C&F Operator, bank guarantee format and fully agree to comply with the same and signed for the same.
- We confirm that we are neither PLD /ILD/LBA of BPCL nor relative of any PLD /ILD /LBA as defined in annexure I (A&B) operating in the State of ANDHRA PRADESH.

SIGNATURE : _____ NAME: _____

FIRM'S NAME : _____

DATE : _____

ADDRESS : _____

RUBBER STAMP:

GENERAL TERMS & CONDITIONS , SCOPE AND RESPONSIBILITIES OF C&F OPERATOR

- ❖ The Lubes C&F Operator shall operate in a warehouse of BPCL at VIZAG admeasuring a total land area of 630 Sq Meter size with a total storage area of 630 Sq meter, in which Closed Godown measures 380 Sq Meter.
- ❖ The Lubes C&F Operator shall
 - 1) Keep the said warehouse, its land surroundings and the administrative building neat, clean and housekeeping to the satisfaction of BPCL.
 - 2) Not alter or modify the said warehouse or any fixtures without prior written consent of BPCL
 - 3) Not sub-let either full or part of the warehouse under any circumstances.
 - 4) Put up appropriate sign board on the said warehouse with good visibility within a week from the commencement of contract at his cost. The sign boards will be provided by BPCL.
 - 5) Personally arrange for supervising the operations and activities at the warehouse and provide minimum manpower and infrastructure as per schedule A & B respectively. The C&F operator shall provide round the clock security. The Operator shall not employ child labor. All salaries, overtime, statutory payment etc. would be borne by the Operator and shall comply with all statutory rules and regulations and applicable laws like ESI, Minimum Wages, Provident Fund etc. in this regard. The Operator shall keep BPCL indemnified against any claim or liability on account of any dues to his staff or arising out of non compliance of any such laws or rules. The Operator or his staff shall not be under employment of BPCL.
 - 6) The Operator shall bear all operating expenses towards telephone (2 nos for sales volume upto 200 MT and 3 Nos. for sales volume of above 200 MT .), internet, stationery, requisite numbers of computers, printers, UPS, and any other administrative expenses. Refer schedule B for details. BPCL shall provide only the printed stationery i.e. invoices. ERP system to be run on internet till the company decides to put up a V sat depending on the workload.
 - 7) Operator will be fully responsible for safe keeping of the products from the time and date of Receipt at the warehouse. Any loss or damage for any reason like pilferage, shortage, theft, accident, contamination, etc, after receipt at the warehouse would be debited to the Operator at **Amount equivalent to prevailing MRP (for MRP based packed products) / Dealer Billing Price (Basic listed selling price + Excise Duty) + 20% penal charges on Dealer Billing Price, for non MRP based products** and recovered from monthly bills of the Operator. In case, the said amount of damage exceeds the bill amount in any month, Operator shall forthwith pay the same within 7 days of receiving a demand from BPCL. Apart from Lubricant Products, loss or damage to any assets of BPCL inside the warehouse / warehouse shall also be deducted from such monthly bills.

- 8) In the event of claim under Insurance Policy by BPCL the Operator shall provide all necessary assistance in regard to liaison with the Insurance Company for filing of the claim and completing all the formalities.
- 9) Provide and maintain infrastructure as per schedule B. The specification for PC Desktop Computers is Intel Core I3 with minimum 2GB RAM / Windows 7 OS / 17" color monitor, dot matrix Printers (132 column), number DeskJet color printer, UPS of 500 VA capacity and DG set of suitable capacity. The Operator shall upgrade the equipment so as to be compatible with BPCL system requirement which may change from time to time.
- 10) Provide and maintain AC, furniture such as tables, chairs, cup boards/racks of slotted angle sufficient to store office records, stationery, Sales Promotion (SPA) items etc as required by Territory Manager from time to time. Details as per Schedule B.
- 11) Receive the product which would normally be by Road Transport and checking the products for their correctness with the Stock Transfer Invoice or any other document, and stocking them in the depot as per the laid down norms of the Corporation and also completing required transactions in SAP on day to day basis. Carrying out as many loading / unloading of the product on a day as required at own cost.
- 12) Arrange for loading of the product at C&F site and unloading at customer's premises at the operator's own cost,
- 13) At the time of receipt of products, endorsing any defective/non receipt of the packages etc, as per the document, as shortage on the primary Transporter challan after advising BPCL Officer and keeping a record of the same in a register which shall be countersigned by BPCL Officer. Booking of the loss to the primary transporter should be as per the prevailing Primary Transport Agreement. Any other loss to be booked also should be only with the written permission of TM (Lubes).

e.g. In case of leaky/damaged pack (container) up to 7 litres, cost of pack (container) will be deducted from the Carrier at the prevailing MRP. In case of leaky / damaged packs (containers) above 7 litres, cost of oil loss @ assessable selling price value & cost of empty pack (container) in case it is non-marketable will be deducted from the Carrier. The deductions will be made from the Carrier(s)' bills / Bank guarantee by the Corporation" Any other loss to be booked also should be only with the written permission of TM(Lubes) and records thereof to be maintained
- 14) Day to day liaison with Supply Location for replenishment of stocks.
- 15) Carrying out samples checks etc. as per BPCL Guidelines.
- 16) Arranging delivery of product to BPCL's depots / customers as required by the business.
- 17) Preparing necessary Invoices of BPCL in SAP system for the supplies/receipts as required (Sales and or Stock Transfer). Under no circumstances any material should come in or go out without prescribed computerized BPCL documents. Proper entry of incoming and outgoing of material should be maintained as per the guidelines.
- 18) Any DD/ Cheque received by the Operator from Customers/BPCL Officials towards sale of the products to be deposited within 24 hrs of the receipt of

the same after completion of due transactions in SAP. Failing to do so BPCL shall reserve the right to charge an interest at 18% p.a after completion of the 24 hrs from the receipt of the same till the instruments are lodged in the Bank.

- 19) Organize required number of vehicles so as to ensure that all invoiced material should leave the depot on the day of preparing invoice. No material to be kept in the depot after invoicing under any circumstances.
- 20) Allowing officials of BPCL free access to the warehouse / records for inspections at all times.
- 21) Preparing all documents and reports like invoices, bank deposits slips etc, as per BPCL Guidelines. The Reports would be submitted to BPCL in both hard and soft copies, if required by BPCL.
- 22) Bulking of leaky products in different empty barrels so that further loss can be avoided.
- 23) Carry out all Central Excise activities required as per the prevailing Central Excise Act and ensure proper documentation so as to comply with the rules as amended from time to time.
- 24) Carrying out all stock/sales/financial accounting in ERP system and related activities like sales tax, Central excise formalities etc as applicable.
- 25) Liaison with the supply points / depots / Territory Office for Lubes receipts / dispatches and connected supply activities.
- 26) Ensure all safety norms of BPCL are followed at the Operator's cost.
- 27) There should be nil "in transit" stock for the products already received in the depot. However, there should be weekly reconciliation in case of any specific in transit stock. They should take up with supply location/TM (Lubes) and resolve such issues within 30 days.
- 28) Correspondence / contact with other depots / supply location as per the requirement.
- 29) Maintain security for the products and other assets on round the clock basis at his cost.
- 30) Maintain proper housekeeping on day to day basis.
- 31) Ensuring monthly stock check activities along with BPCL Official are completed on the first working day of each month along with postings in SAP system as per laid down procedure. Any loss/gain should be analyzed and corrective action to be taken under advice to TM lubes. Besides this, BPCL official is authorized to do surprise check of the stock on any day at any time.
- 32) The Operator shall provide and maintain the fire extinguishers, in working condition as per laid down safety norms, at all times and also should ensure periodic check up and up keep. The Operator shall also provide PPE's such as hand gloves / safety shoes and Safety helmets etc to his employees. Operator to provide uniforms to his authorized staff with Photo ID Card duly signed by TM (Lubes). The operator to ensure that his employees use PPEs during the loading / unloading / stacking and all other handling activities.

- 33) Weighing scale provided by corporation should be maintained in working condition and stamping should be done at operators cost or operator to provide an electronic weighing scale of 400 KG capacity duly stamped by W&M Legal Metrology.
- 34) While operating the warehouse, all the liaison work with statutory authorities (Central Excise, Sales Tax, Labour Commissioner, etc) shall be carried out by the Operator.
- 35) Whenever there is price revision in respect of small packs of lubricants (other than barrels) the operator should declare the stocks in writing and duly signed by the respective TM (Lubes) and Depot I/C and **should dispatch first, only the old MRP products and only after exhausting the same should he bill/dispatch the new MRP products.** Discounts on old MRP packs (i.e. AMOUNT EQUIVALENT TO PREVAILING MRP) should be passed on to the customer in the invoice, as per the company's policy and as advised by the respective TM(Lubes) in writing.
36. The Operator shall always keep the warehouse clean & shall adhere following warehousing guidelines :
- i. The Operator shall strictly follow First In First Out system while making supplies and managing warehouse.
 - ii. To provide wooden pallets / runners / Forklift for proper stacking of barrels and packages. In case of non provision of adequate no. of pallets and runners, the cost of the containers getting damaged will be debited to the operator and over and above that 10% of the monthly bill amount will be levied as penalty.
 - iii. Stacking of Cases & Pails shall be 1+5 high
 - iv. Barrels should be stored in 3'O clock – 9'O clock position (in case of horizontal stacking).
 - v. Grease Casks & HDPE (Plastic) Brls are to be kept under shade.
 - vi. Grade wise stacking to be done for ease in loading and stock counting.
 - vii. Leaky & damaged container/packages to be segregated and action for bulking and liquidation is to be processed through Approval from Territory.
 - viii. The samples from the Contaminated / Returned product should be sent to Lab testing through Sales Officer. Products should be blocked in the system to avoid billing of the same.
- 37) Liaison with bank for deposit of instruments, collection of dishonored instrument, if any, etc and providing timely information to TM (Lubes), Regional Finance, Lubes SR.
- 38) The Operator shall register himself with Central Excise for the purpose of service tax and pay service tax as per rules from time to time. Operator to submit proof of payment of Service Tax to the concerned authorities to respective Territory Manager, for seeking reimbursement of the same. The

Operator should also assist BPCL, from time to time, for registering itself with the central excise for trading duty paid products and also for issuing cenvatable invoices.

- 39) Any discounts/credit to the customers given by the Operator shall be based on written authorization from respective TM (Lubes). If it is found that the C&F Operator has extended unauthorized credits / discounts or unauthorized shipment of products out of the warehouse, the value of such discount, cost of credit and value of product shall be recovered at the rate of 150% of the value of such discounts and/or cost of credit.
- 40) It should be the endeavor of the Operator to handle maximum number of incoming trucks on daily basis so as to increase the throughput. In case trucks are detained beyond 15 hours from the reporting time by the Operator for any reasons or due to inability of Operator to unload the product, BPCL shall recover such detention charges payable to the transporter, if any, from the Operator. For making the recovery, the timings considered for reporting of trucks shall be the actual reporting time of the truck.
- 41) The Operator shall maintain all documents / records in good condition by binding them on monthly basis at his cost.
- 42) Within fifteen days from the date of letter of Intent, the C&F Operator shall furnish BPCL a security deposit by way of bank guarantee issued by a scheduled bank of **Rs.25 Lakhs (Rs. TWENTY FIVE Lakhs only)** as per BPCL format which will remain with BPCL for the full period of the contract and an additional six months (validity of BG will be contract period plus Six months). It shall be lawful for BPCL to adjust the bank guarantee amount against all pending or future dues and also to appropriate the entire bank guarantee or any part thereof against losses, damages, or expenses arising out of the C&F Operator's failure or negligence to observe any terms and conditions of this contract. This is without prejudice to other remedies available to BPCL.
- 43) To provide wooden pallets / runners for proper stacking of barrels and packages. In case of non provision of adequate no. of pallets and runners, the cost of the containers getting damaged will be debited to the operator and over and above that 5% of the monthly bill amount will be levied as penalty.

Wooden runners : Made of hard wood, termite and weather resistant

Dimensions : 4.5MX0.075MX0.05M (LXBXH)

Approximate nos required : As per requirement

Wooden pallets : Standard wooden pallets made of hard wood. Termite and weather resistant. Should suit steel racks if any provided by BPCL

Approximate nos. required : As per requirement

- 44) BPCL shall make following monthly payments to the Operator.

- i) An amount as agreed during the negotiation / award of contract (Rs. per MT). The rates (Rs per MT) would be as agreed separately for Sales volumes (invoiced) and Stock Transfer volumes i.e only for the stocks dispatched from VIZAG Depot to company's other depots, during award of contract. These rates would be all inclusive covering all duties / responsibilities of C&F Operator as detailed in the Tender Document, including Telephones (2 nos.), Internet Connection, courier

charges and other miscellaneous charges etc. as mentioned above in point No.6. (Inward movement of product from our any location to VIZAG depot should not be considered as Stock Transfer Volume). No charges other than the above two agreed rates shall be payable by BPCL in regard to C&F Operations.

- ii) Payment would be made against bills to be raised by the Operator on monthly basis after deducting for any stock loss and any other claims of BPCL. Operator shall submit the monthly stock statement duly certified by BPCL official together with bill before 7th of every month for the previous month. Monthly payment shall be paid by BPCL within seven days from the date of receipt of bill after due verification. However the last date of submitting the bill will not be beyond 10th of the month. Any non compliance on this account will be liable for punitive action,
- iii) Service Tax as applicable from time to time against the invoice
- iv) Applicable Taxes like TDS etc, would be deducted from the vendor from such monthly payment.
- v) For any financial liability imposed on BPCL by Central Excise or any other authorities due to non-compliance of rules and regulations by the Operator, the said amount will be recovered from monthly bills/ security deposit of Operator. If the amount exceeds the security deposit, balance amount to be paid by Operator within 7 days.

GENERAL TERMS & CONDITIONS , SCOPE & RESPONSIBILITIES OF SECONDARY TRANSPORTER

Operator would have the following obligations in respect of handling Secondary Transportation from VIZAG Lubes C&F depot:

1.The Operator shall provide secondary transportation vehicle for Lubricant supplies to various Customers / Dealers / Distributors etc. ex C&F. The Operator shall provide vehicles of varying capacities depending on Demand from time to time. The Operator will have to carry out branding of at least one secondary transport vehicle with MAK Lubricants Portfolio as per design given by BPCL. This particular vehicle should be of covered container type.

Secondary Transportation payment will be based on the following:

I 1st Zone (LFDZ) - supplies up to **40** Km radius from Supply location – The transportation payment will be based on fixed rate i.e Rs/MT (gross SKU weight)

II 2nd Zone supplies beyond **LFDZ** from Supply Location will be based on Rs./MT/KM beyond **LFDZ** (Gross SKU weight). It will be paid in two parts i.e. fixed rate up to **LFDZ** on Rs. /MT basis plus on Rs./MT/KM basis for the distance beyond **LFDZ** Kms.

III The payment will be made on one way distance basis based on distance between Depot and Dealer /Distributor/ Customer. In cases where vehicle is loaded with products of more than one dealer / customer and multiple deliveries have been made, the MT & KM for each dealer / customer would be picked up from the respective Invoice.

2. VEHICLES FOR THE TRANSPORTATION:

- i) The Operator shall transport packed lubricants in vehicle owned /attached to them having pay load as required by BPCL and having valid permits/licenses.
- ii) The vehicles will be maintained by the Operators in sound mechanical condition at all times.
- iii) The vehicles will have adequate staff provided by the Operator for efficient operation.
- iv) The Operator shall immediately provide the registration no. and Xerox copy of RC Book and all other particulars of ownership in respect of the vehicles of the Operator(s) which will be operated for the purpose of the Corporation under agreement and shall not undertake any changes in respect thereof without obtaining prior written consent from the Corporation.
- v) Operators shall ensure that the vehicles provided for the transportation of packed lubricants shall conform to the rules regarding transportation of the petroleum products and the provision of Petroleum Act 1976 or any amendment of re-enactment thereof from time to time and rules and orders framed there under.
- vi) Only sound vehicles which are in efficient working condition and confirming to Motor Vehicle Act (including the crew if required under the act) as

applicable from time to time shall be deployed by the Operator(s) for packed lubricants transportation.

3. REPLACEMENT /REMOVAL OF VEHICLES:

The Operator(s) shall be liable in respect of matters herein under:

- i) The contracted vehicle(s) will be made available at all times in roadworthy condition so as to give uninterrupted service to the company by supplying products to places nominated by the Company. Should the Operator(s) fail to provide the contracted vehicle on any working day; the Corporation shall be at liberty to make suitable alternative arrangement for the transport of their products. All expenditure as also damages/losses incurred by the Corporation in its trade as a result of the breakdown of the Operators' transport arrangement will be deducted from the amounts payable to the Operator. Such damages/losses being determined at Corporation's sole discretion, provided that the Operators shall not be responsible for any failure to perform or fulfill any term of this agreement if such performance/fulfillment has been delayed, hindered or prevented by any other of any national, local or other authority or anybody or a person purporting to be or to be acting for such authority.
- ii) Under no circumstances, the Operator shall keep any of his vehicles out of operation for a period of more than 15 days unless otherwise permitted in writing by the Corporation. Should the Corporation require a replacement for this period, the same shall be arranged by the Operator immediately. In case the Operator(s) fail to provide vehicles, as agreed, on any reason whatsoever, the Corporation at its sole discretion will be entitled to claim liquidated damages of Rs. 200/- (Rs. Two Hundred Only) per day per vehicle and the Operator(s) shall be liable to pay the same within 30 days from the demand without any demur. The Corporation shall have this right under this agreement or in law.

4. CARRIAGE OF GOODS/OPERATION OF VEHICLES:

- i. Depending upon the Corporation's requirements, the Operator(s) shall make multipoint deliveries in a single trip by any of the trucks contracted to the Corporation.
- ii. The Operator(s) shall obtain at his/their cost, all necessary route permits for plying the vehicles within the State or Inter-State routes for the transportation of the product. The Operator(s) shall pay the applicable Octroi charges at destinations and Company shall reimburse these amounts at actual to the Operator(s) on production of the payment receipts in original there of every fortnight Toll/entry charges will not be reimbursed by the Corporation to the Operator(s).
- iii. The Corporation does not undertake any responsibility or make any commitment to provide the Operator(s) or his employee with facilities such as canteen etc.
- iv. The Operator(s) shall bear and pay the entire operational cost of the vehicles for transportation of the product which shall include, inter-alia, the following:
 - Salary and other emoluments for the crew and labour used for loading/unloading of lubricants.

- Cost of fuels and lubricating oil required for the operation of the vehicle.
 - Maintenance and repairs cost of the vehicles.
 - Licenses, Permits, Road Tax, Transit Insurance for the product etc.
 - All idling charges, loss or delay in transport transit road stoppages, delay in time consumed in loading or unloading lubricants or for any other reasons.
 - Loading from C&F and unloading at the dealer's/customer's premises shall be done by Operator.
- v. Unauthorized parking of Operator(s) vehicles within Corporation premises shall not be permitted.
 - vi. Loading of lubricants will be done by the Operator(s) strictly in accordance with the instructions given to the Operator(s) by the Corporation representative. The Operator(s) will be responsible for the loading and unloading of vehicles.
 - vii. Only the staff attached to the contracted vehicles or representatives nominated by the Operator(s) shall be allowed entry inside the Corporation's premises.
 - viii. C&F Operator to ensure allowing entry in to Corporation's premises only to the staff attached to the contracted vehicles or representatives nominated by him.
 - ix. The Operator (S) shall be solely responsible for the safe custody of the products once these are handed over to him, as secondary transporter, for delivery to the customers.
 - x. It will be the Operator(s) responsibility to:
 - (a) Provide required vehicle every day morning at C&F for loading and ensure the safe and correct delivery of products to the consignee specified.
 - (b) Operator should ensure that product is delivered at destination in the same condition and quality as and when the Operator(s) take delivery from the depot. There should be no substitution of product with another product when it is in the Operator's custody as a secondary transporter. Any infringement of the above will be deemed as unlawful and the Corporation will hold the Operator/Secondary transporter legally responsible for the same. The Corporation also reserves the right in such an event, to forthwith terminate the contract and/ or to impose such penalties on the Operators as the Corporation may deem fit.

5. Escalation / De escalation for Secondary Transportation

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

Increase/ decrease in the transportation rate in Paisa per MT per KM:

FORMULA: Increase/ Decrease in 1 liter of HSD/ PGHSD Retail Selling Price (RSP) ex-State Capital cities (within municipal limits) of the supply point concerned inclusive of taxes (with following clarifications)

Where Q represents notional capacity of a LCV and it is taken as 3 MT and 6 represent distance in KMs, which a LCV can run with 1 lit of HSD / PGHSD (loaded or otherwise) for the purpose of calculations.

NOTE:

- ✓ The retail-selling price of HSD/ PGHSD as on the date of floating the tender will be the base price.
- ✓ The escalation/ de-escalation of transportation rates will be allowed 1st of every month.
- ✓ Escalation/ de-escalation shall be applicable as per increase/ decrease in RSP (Retail Selling Price) of HSD/ PGHSD, and the new transportation rates arrived at on the above dates shall be applicable for a period of subsequent month.
- ✓ Only the increase/ decrease in RSP of HSD/ PGHSD at the State Capital cities (Within Municipal Limits) of the supply point concerned shall be considered and the escalation/ de-escalation factor shall apply for all the Locations coming under the respective State. In case of any dispute, the decision of BPCL shall be final and binding.
- ✓ In case of Zone 1(LFDZ), the net escalation/de-escalation will be calculated after multiplying 50% of the distance specified in LFDZ, with above escalation-de-escalation obtained.
 - i) Service Tax on transportation will be payable directly by BPCL to the Excise authority, as applicable from time to time.
 - ii) Taxes as applicable would be deducted from such monthly payment.
 - iii) Secondary transportation rates will be applicable as per Schedule C.

6. TRANSIT LOSSES:

- i. The Operator(s) shall bear the loss of any of the Corporation's products while in their charge as Secondary Transporter, irrespective of the reason for such loss except acts of God such as floods, earthquakes, and social disturbances like civil commotions, etc. The amounts payable to the Corporation on this account shall be calculated at the ***Amount equivalent to prevailing MRP (for MRP based packed products) / Dealer Billing Price (Basic listed selling price + Excise Duty) + 20% penal charges on Dealer Billing Price, for non MRP based products***, as applicable on the date of such loss and other incidental outgoing suffered by the Corporation will be deducted from the Operator's bills.
- ii. The Operators shall operate their vehicles at their own risk entirely and the Corporation shall in no case be held responsible for any damage done to the vehicles while on the Corporation work or when parked in their premises.

7. TRANSHIPMENT:

- i. The Operator(s) shall undertake the movement of the product entrusted upon him by the Corporation without transshipping. However, if the transshipment is inevitable for any reason, the Operator(s) shall advise to the Corporation before hand and also ensure that adequate care and precaution is taken to ensure safe handling of the product. No additional charges will be paid by the Corporation for transshipment.

- ii. Accidents occurring during the course of Corporation's work should be reported by the Operator(s) to TM (Lubs), without delay. This should be followed by a detailed incidence report from the Operator(s) in writing .
- iii. The Operator(s) will be responsible for making necessary arrangements to salvage the product from the vehicle which has met with an accident and to arrange for its return to the corporation's Depot as directed. Any expenses on this account as well as the loss of product sustained will be on the Operator's account.

8. PERFORMANCE OF THE OPERATOR:

If at any time during the currency of this agreement the Operator(s) fails to transport the product as provided herein and / or fails to perform the various other obligations specified in this agreement, the Corporation may in its discretion and without prejudice to its other rights and remedies engage the services of the agencies to perform the obligations and transport the products and in such an event, the Operator(s) undertakes to reimburse the Corporation all the additional expenses incurred by the Corporation in this connection. Failure to provide required number of vehicles as may be demanded by TM Lubes/depot in-charge will attract a penalty of Rs. 200/- per truck per failure apart from the debit clause stated above.

Nothing herein contained shall prevent the Corporation from engaging any other Contractor(s) to carry out transportation work similar to the work entrusted to the Operator(s).

9. DETENTION CHARGES

No detention charges shall be payable by the Corporation to the Operator as Secondary Transporter. However, all efforts will be made by the Corporation to avoid delays at the customers' premises on its part.

10. OPERATOR(S) EMPLOYEES:

- i. For the purpose of carrying out this job the Operator(s) shall employ or engage their own personnel. Persons so employed by the Operator(s) shall not be deemed to be in employment of BHARAT PETROLEUM CORPN. LTD. and the supervision and control of such employees shall rest always with the Operator(s). The Operator(s) shall undertake that no person working for them who is a foreigner, shall enter into the premises declared by the Government as "protected places" which shall include (depot name, **VIZAG**,) . The Operator(s) further undertake to strictly abide by the Defence of India Act and Rules.
- ii. If however, any claim is made by any employees of the Operator(s) against the Corporation for wages, compensation or any sum or dues, the Operator(s) agrees to indemnify the Corporation of all such claims and to pay all the expenses which the corporation may incur in defending any proceedings pursuant to such claims.
- iii. Unauthorized driving of the Operator's vehicles by his men, who do not possess valid vehicle driving licenses within or outside the Corporation's premises while handling transportation for the Corporation, shall not be permitted.
- iv. The Operator(s) and his employees shall abide by the General rules and regulations of Bharat Petroleum Co. Ltd. Like not carrying match box,

wearing identity card and uniforms given by the Operator, not to wander around in prohibited area etc. when they are within the Corporation's premises. All safety precautions as per the Corporation's rules should be observed by the Operator(s) and his/their men within Corporation's premises.

- v. The Operator(s) will indemnify the Corporation against the consequences arising out of their or their workmen's / servants / agent's default or negligence or violation or non-adherence to Municipal/State/Central Acts relating to the carriage of goods. Should the Corporation be held liable for any loss, damage or compensation to their parties arising in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Operator(s). The Operator(s) shall observe and comply with the requirements of the Minimum Wages Act, the ESI act and all other Industrial / Labour legislation for the time being in force or may later be brought into force governing the relationship between the employer and employees and also undertake to hold the Corporation indemnified against all claims, payments, losses, that Corporation may have to make or suffer on account thereof. The Operator(s) shall whenever required by the Corporation or Government official authorized under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.
- vi. The Operator(s) will accept liability for payment of compensation in accordance with the provision of the Workmen compensation Act 1923, read with the ESI Act 1948, or amendments thereafter for personal injury caused to any workmen by accident arising out of and in the course of his employment by the Operator(s) in the discharge of the Operator(s) obligations under the agreement. The Operator(s) will indemnify the corporation and keep indemnified from all payments by way of compensation or otherwise which the Corporation may be called upon to make under the provisions of the said act to any such workmen as aforesaid and any expenses incurred by the Corporation in connection with any claim preferred by such workmen and/or against all actions, claims, and demands, whatsoever in respect of any loss, injury or damages whatsoever to any third party, person caused by the Operator(s) their workmen, servants and agents.
- vii. The Operator(s) shall not engage any child or bonded labor for handling his work in connection with this contract or contravene any of the Government rules and regulation in this regard.
- viii. The Operator(s) should ensure that no person in the vehicle should smoke and no fire or other ingredients of ignition should be permitted in the vicinity of the vehicle. The vehicle engaged for transportation of lubricants shall not carry any persons other than the crew along with the load.

11. DAMAGES TO CORPORATION'S PROPERTY/EMPLOYEE:

The Operator(s) shall remain at all time liable to the Corporation for any loss or damage caused to any building, plant, machinery or the property of the Corporation due to careless, negligent, inexperienced act or default of the Operator(s), his/their agents, representatives or employees, the Corporation shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amounts payable hereunder to the Operator(s) the cost repairs of the amount of loss or damages.

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

12. INSURANCE OF TRANSPORT VEHICLES

The Operator(s) shall ensure that the vehicles used for the transportation of the product under this agreement are covered by 3rd Party insurance policy. Under no circumstances shall the Corporation be liable to compensate them for any loss or damage that may be caused to the vehicles and/or product while engaged in the work under this agreement.

13. SUSPENSION OF CREW OF DEFAULTING VEHICLES

The Operator shall be responsible / accountable to suspend his LCV crew indulged in any acts not conducive to the interest of the Corporation such as misbehavior, dishonesty, disobedience, pilferage etc. He should immediately suspend such crew involved and in all such cases no compensation will be paid to the Operator(s).

14. The operator would be required to purchase fuel/lubricants for the vehicles engaged by BPCL at the Smart Fleet Retail Outlets of BPCL. For this the tenderer would have to enroll under CMS Fleet Card Scheme for his fuelling requirement. Initially, a minimum of 40% of the billing amount from the Carrier's monthly transportation bill shall be deducted and same shall be credited to his CMS Fleet Card account. However, the Company reserves the right to revise the percentage of billing amount be deducted for crediting it to Carrier's CMS account. "

15. Age of the trucks provided for deliveries should not exceed 14 years.

Common Terms and conditions for C&F Operator and Secondary Transporter:

- a. The Warehouse shall be used exclusively for stocking BPCL's products, Sales Promotion (SP) items and official records of BPCL. It shall not be used for any other purpose. BPCL shall have absolute rights to stock any product at the warehouse and also take out or transfer any stocks for any reason like those found slow moving, non-moving or contaminated.
- b. Duration of the agreement shall be Five years from **01/09/2017** (Initially for the period of three years and extendable for another two years). However, this agreement can be terminated by BPCL by giving the Operator one month's written notice without assigning any reasons and without liability to pay any compensation.
- c. The Operator shall keep the warehouse open on all days of the week except nominated weekly holiday of BPCL. The Warehouse will be normally kept open between 0830 Hrs to 1700 hrs with maximum 30 minutes lunch breaks. Subject to exigencies of work and statutory rules permitting, the warehouse will be kept open even beyond above time / days particularly for receiving the product and for executing urgent supplies without any additional charges thereof.
- d. BPCL shall have the right of appointing any additional C&F Operator (s) or dealer (s) or distributor (s) or making direct supplies to its dealers, distributor, consumer etc. even in the area of operation of the Operator without being liable to pay any compensation or charges to the C&F Operator on such activities.
- e. The obligations of BPCL shall include –

Arranging inward supply of the products

- ✓ To provide blank pre-printed stationery i.e. invoices and
- ✓ suitable mode of connectivity to BPCL's ERP system
- f. BPCL reserves the right to terminate the contract by giving one month's notice and in such an event, the Operator shall be bound to hand over BPCL's products, records, stationery, and other facilities back to BPCL as per time frame fixed by TM Lubes. However BPCL also reserves the right to terminate the contract without any notice to that effect, in the event of any conduct by C&F Operator which is contrary to the interest / policies of BPCL or in the following circumstances:
 - i. If the Operator is found negligent or incapable of carrying out the work contemplated in this agreement.
 - ii. If the Operator is found guilty of breach of any of the covenants, conditions and stipulation on his part contained in this Agreement.
 - iii. If the Operator will commit or suffer to commit any act which, in the opinion of Regional Manager (Lubes) of BPCL by whatever name called, is in violation of any of the condition contained in this Agreement or is prejudicial to the interest or good will of BPCL or their products or brand.

- iv. If the C&F operator's firm, its' proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.
- v. If attachment in execution of a decree is passed against the C&F, its proprietor or any of its' partners.
- vi. If road permits or statutory licenses / permissions granted to C&F firm or any statutory authorities' licenses are cancelled or revoked.
- vii. If any of the information submitted by the C&F operator in the tender is found incorrect at any time.
- viii. Breach of any of the terms or conditions of this Agreement by the C&F.
- ix. If the C&F operator causes disruption in supply of packed lubricants products. The decision of Company will be final and binding on the C&F.
- x. On the death or retirement of proprietor or any of the partners of the C&F firm. However, in case, Company does not exercise this option, the Agreement shall continue as between the Company and surviving / continuing partners of the Carrier. The legal representatives of the deceased partner or the retiring partner himself shall be liable for all the obligation of the carrier incurred up to the date of death or retirement but shall not be entitled to claim from the company any portion of Security Deposit. Company shall account for Security Deposit to the surviving or continuing partners. The death or retirement of any partners shall be notified by the Carriers to the Company in writing within 24 hours of such death or retirement.
- xi. If the C&F operator or its employees commits any unsafe act such as rash driving, accident, non adherence to safety guidelines and not using safety/protective equipments etc. within or outside BPCL premises.
- xii. If the C&F operator, its proprietor or any partners or his employees misbehaves (abuse/ threat/ assault/ manhandles) with the consumers/Dealers or with the employee of the BPCL.
- g. Upon termination of this Agreement for any reason whatsoever, the Operator will cease to have any right to continue as Operator of BPCL and will promptly hand over BPCL's properties, stocks, records, stationery, etc to TM (Lubes), BPCL. Further, account shall be drawn up and balance payment if any, after accounting for damages / contaminated stocks etc. would be paid to the C&F Operator within fifteen days.
- h. Liquidated damages of Rs. 5000/- (Rupees five thousand) per day shall be payable by the Operator to BPCL in case of delays in completing handing over of all documents / products / assets beyond the time frame stipulated by TM Lubes.
- i. All notices to be sent by either party to the other shall be deemed to be duly communicated if delivered to the other party against acknowledgement at its address referred to in the title of this agreement or sent by Registered A.D.

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

SIGNATURE : _____

DATE: _____

NAME : _____

FIRM'S/ NAME : _____

ADDRESS : _____

RUBBERSTAMP OF THE FIRM

LUBES CLEARING AND FORWARDING AGREEMENT

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

AND

Mr. _____ & Mr. _____ carrying on business as in the name and style of M/s _____ having its office at _____ hereinafter called "**C&F Operator**", which expression shall unless repugnant to the context include heirs, executors, administrators and assigns of the respective partners) of the **Other Part**.

Whereas BPCL is engaged in the business of refining crude oil and marketing petroleum products throughout India, for better distribution and sale of some of their products like Lubricants, oils and greases at **BPCL VIZAG Lube C&F Depot, VISAKHA INSTALLATION, NEAR DHANA REDDY GODOWNS, NAVAL BASE POST, KAPATNAM in the State of ANDHRA PRADESH**, BPCL was interested in engaging a party as an Operator for handling such lubricants oils and greases of BPCL at its warehouse and deliver them to various BPCLs depots / customers as directed by BPCL from time to time and also maintain proper records and do other allied activities.

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

❖ The C&F Operator shall operate in a site measuring approx. a total land area of 630 Sq Meter size with a total storage area of 630 Sq meter, in which Closed Godown measures 380 Sq Meter and at VIZAG Lubes C&F Depot for storage of lubricants, oils and greases (hereinafter called "The Products"). The said warehouse is fully owned/on leased with BPCL.

The warehouse shall have adequate drinking water, power (from Electricity Board), toilet facilities, truck loading / unloading platform, and truck parking area outside the site.

1. During the currency of this agreement , the C&F Operator shall –
 - (a) Keep the said warehouse, its Land surroundings and Administrative block in neat, clean and in good condition to the satisfaction of BPCL
 - (b) Shall not alter or modify or shift the said warehouse except with prior written consent of BPCL.
 - (c) Shall not sub-let the facilities (full or part) under any Circumstances.
 - (d) Shall arrange to put up appropriate sign board **provided by BPCL** on the said warehouse with good visibility within a week from the commencement of the contract.

2. C&F Operator shall personally arrange for supervising the operations and activities at the warehouse and provide minimum manpower and infrastructure as per Schedule A & B respectively. The C&F operator shall provide round the clock security. The Operator shall not employ child labour. All salaries, overtime, statutory payment etc. would be borne exclusively by the C&F Operator and shall comply with all statutory rules and regulations and applicable laws like ESI, Minimum Wages, Workmen Compensation Act, Provident Fund etc. in this regard. The C&F Operator shall keep BPCL indemnified against any claim or liability on account of any dues to his staff or arising out of non compliance of any such laws or rules. The C&F Operator or his staff shall not be under employment of BPCL.
3. The Operator shall provide secondary transportation vehicle for Lubricant supplies to various Customers / Dealers / Distributors etc. ex C&F. The Operator shall provide vehicles of varying capacities depending (**4/3/1.5/1 MT**) on Demand from time to time. The Operator will have to carry out branding of at least one secondary transport vehicle with our MAK Lubricants Portfolio as per design given by BPCL. This particular vehicle should be of closed container type.
4. The Operator shall bear all operating expenses towards DG set. The Operator shall bear all operating expenses towards telephone (2 nos for sales volume upto 200 MT and 3 Nos. for sales volume of above 200 MT), internet, stationery, requisite numbers of computers, printers, UPS, and any other administrative expenses. Refer schedule B for details. BPCL shall provide only the printed stationery i.e. invoices. ERP system to be run on internet till the company decides to put up a V sat depending on the workload.
5. BPCL shall make following monthly payments to the Operator –
 - a. An amount as agreed during the negotiation / award of contract (Rs. per MT) as per letter of intent issued by BPCL. The rate of Rs.XXXXX per MT was agreed for Sales volumes (invoiced/billed quantities) and Rs.XXXXXXX per MT was agreed for Stock Transfer volumes i.e only for the stocks dispatched from **VIZAG** Lubes C&F Depot to other company depots during award of contract. These rates would be all inclusive covering all duties / responsibilities of C&F Operator as detailed in the Tender Document, including Telephones (2 nos.), Internet Connection (if any), courier charges and other miscellaneous charges etc. as mentioned in General Terms and conditions. (Inward movement of product from our Main Plant/our other depots to **VIZAG** Lubes C&F depot should not be considered as Stock Transfer Volume). No charges other than the above two agreed rates shall be payable by BPCL in regard to C&F Operations. Rates are mentioned in schedule C.
 - b. Payment would be made against bills to be raised by the Operator on monthly basis after deducting for any stock loss and any other claims of BPCL. Operator shall submit the monthly stock statement duly certified by BPCL official together with bill before 10th of every month for the previous month. Monthly payment shall be paid by BPCL within ten days from the date of receipt of bill after due verification. Failing to submit the bill before the above date shall attract a show cause notice besides Rs.100/- penalty per day. However the last date of submitting the bill will not be beyond 15th of the month. If the C&F Operator receives three such show causes in a year and does not give satisfactory reply within 15 days then BPCL may terminate the above contract after giving one month notice.

c. Secondary Transportation payment is made on one way basis and will be based on the following:

- I) 1st Zone (LFDZ) - supplies up to **40 Km** radius from **VIZAG C&F Lubes Depot**. – The transportation payment is on fixed rate basis i.e Rs/MT (gross SKU weight) irrespective of the distance within fixed **40 Kms** from the Depot.
- II) 2nd Zone supplies beyond LFDZ KM i.e. From **VIZAG C&F Lubes Depot** is based on Rs./MT/KM (Gross SKU weight). It will be paid in two parts i.e lube fixed distance rate up to LFDZ KM on Rs. /MT basis plus on Rs./MT/KM basis for the actual one way distance beyond LFDZ KM
- III) Secondary transportation payment will be made on one way distance basis based on distance between Depot and Dealer / Customer. In cases where vehicle is loaded with products of more than one dealer / customer and multiple deliveries have been made, the MT & KM for each dealer / customer would be picked up from the respective Invoice.

IV) Escalation / De escalation for Secondary Transportation

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

Increase/ decrease in the transportation rate in Paise per MT per KM:
FORMULA:

$$\frac{\text{Increase/ Decrease in 1 liter of HSD/ PGHSD Retail Selling Price (RSP) ex-State Capital cities (within municipal limits) of the supply point concerned inclusive of taxes (with following clarifications)}}{Q \times 6}$$

Where Q represents notional capacity of a LCV and it is taken as 3 MT and 6 represent distance (6 KMs), which a LCV can run with 1 lit of HSD / PGHSD (loaded or otherwise) for the purpose of calculations.

NOTE:

- ✓ The retail-selling price of HSD/ PGHSD as on the date of floating the tender will be the base price.
- ✓ The escalation/ de-escalation of transportation rates will be allowed 1st of every month.
- ✓ Escalation/ de-escalation shall be applicable as per increase/ decrease in RSP (Retail Selling Price) of HSD/ PGHSD, and the new transportation rates arrived at on the above dates shall be applicable for a period of subsequent month.
- ✓ Only the increase/ decrease in RSP of HSD/ PGHSD at the State Capital cities (Within Municipal Limits) of the supply point concerned shall be considered and the escalation/ de-escalation factor shall apply for all the Locations coming under the respective State. In case of any dispute, the decision of BPCL shall be final and binding.
- ✓ In case of Zone 1(LFDZ), the net escalation/de-escalation will be calculated after multiplying 50% of the distance specified in LFDZ, with above escalation-de-escalation obtained.

- i. Service Tax on transportation will be payable directly by BPCL to the Excise authority, as applicable from time to time.
 - ii. Taxes as applicable would be deducted from such monthly payment.
 - iii. Secondary transportation rates will be applicable as per Schedule C.
 - iv. The operator would be required to purchase fuel/lubricants for the vehicles engaged by BPCL at the Smart Fleet Retail Outlets of BPCL. For this the tenderer would have to enroll under CMS Fleet Card Scheme for his fuelling requirement. Initially, a minimum of 40% of the billing amount from the Carrier's monthly transportation bill shall be deducted and same shall be credited to his CMS Fleet Card account. However, the Company reserves the right to revise the percentage of billing amount be deducted for crediting it to Carrier's CMS account.
 - v. Age of the trucks provided for deliveries should not exceed 14 years.
6. Operator will be fully responsible for safe keeping of the products from the time and date of Receipt at the warehouse and any loss or damage for any reason like pilferage, shortage, theft, accident, contamination, wrong loadings etc, after receipt at the warehouse would be debited to the Operator at the **Amount equivalent to prevailing MRP (for MRP based packed products) / Dealer Billing Price (Basic listed selling price + Excise Duty) + 20% penal charges on Dealer Billing Price, for non MRP based products** and recovered from monthly bills of the Operator. In case, the said amount of damage exceeds the bill amount in any month, Operator shall forthwith pay the same within 7 days of receiving a demand from BPCL. Apart from Lubricant Products, loss or damage to any assets of BPCL inside the warehouse / warehouse shall also be deducted from such monthly bills.
7. Weighing scale provided by corporation should be maintained in working condition and stamping should be done at operators cost or operator to provide an electronic weighing scale of 400 KG capacity duly stamped by W&M Legal metrology.
8. In the event of claim under Insurance Policy by BPCL the Operator shall provide all necessary assistance in regard to liaison with the Insurance Company for filing of the claim and completing all the formalities.
9. For carrying out the activities, the obligations of the C&F Operator shall include (Ref Schedule A & B of Tender Document):
 - a) Provide and maintain infrastructure as per schedule B. The specification for PC Desktop Computers is Intel Core I3 with minimum 2GB RAM / Windows 7 OS / 17" color monitor, dot matrix Printers (132 column), number DeskJet color printer, UPS of 500 VA capacity and DG set of suitable capacity. The Operator shall upgrade the equipment so as to be compatible with BPCL system requirement which may change from time to time.
 - b) Provide and maintain AC, furniture such as tables, chairs, cup boards sufficient to store office records, stationery, Sales Promotion Activities (SPA) items etc as directed by Territory Manager from time to time. Details as per Schedule B.
 - c) Receiving the product which would normally by Road Transport and checking the products for their correctness with the Stock Transfer Invoice, and stocking them in the depot as per the laid down norms of the Corporation and also completing required transactions in SAP on day to day basis.

- d) Arranging loading of the product at C&F site and unloading at customer's premises shall be on operator's own cost.
- e) Carrying out as many loading / unloading of the product on a day as required at own cost.
- f) Endorsing any defective/non receipt of the packages etc from Primary Transporter, as per the document, as shortage on the transporter challan after advising BPCL Officer and keeping a record of the same in a register which shall be countersigned by BPCL Officer. Booking of the loss to the primary transporter should be as per the prevailing Primary Transport Agreement. Any other loss to be booked also should be only with the written permission of TM(Lubes).
- g) Carrying out samples checks etc. as per BPCL Guidelines.
- h) Day to day Liaison with Supplying Location for replenishment of stocks.
- i) Arranging delivery of product to BPCL's depots / customers as per laid down procedure of BPCL.
- j) Preparing necessary Invoices of BPCL in SAP system for the supplies/receipts as per the lubes depot operating manual. (Sales and or Stock Transfer). Under no circumstances any material should come in or go out without prescribed computerized BPCL documents. Proper entry of incoming and outgoing of material should be maintained as per the guidelines.
- k) Any DD/Cheque received by the Operator from Customers/BPCL Officials towards sale of the products to be deposited within 24 hrs of the receipt of the same after completion of due transactions in SAP. Failing to do so BPCL shall reserve the right to charge an interest at 18% p.a of BDS value after completion of the 24 hrs from the receipt of the same till the instruments are lodged in the Bank.
- l) Organize required number of vehicles so as to ensure that all invoiced material should leave the depot on the day of preparing invoice. No material to be kept in the depot after invoicing under any circumstances. Multiple Deliveries of products dispatched in a single truck, irrespective of number of customers, should be covered under one SHIPMENT for proper calculation of service Tax Liability.
- m) Allowing officials of BPCL free and unfettered access to the warehouse / records for inspections at all times.
- n) Preparing all documents and reports like invoices, bank deposits slips etc, as per BPCL Guidelines. The Reports would be submitted to BPCL in both hard and soft copies, if required by BPCL.
- o) Bulking of leaky products in different empty barrels so that further loss can be avoided.
- p) Carry out all Excise documentation as per the prevailing Central Excise Act and ensure proper documentation so as to comply with the rules as amended from time to time.

- q) Carrying out all stock/sales/financial accounting in ERP system and related activities like sales tax, Central excise formalities etc as applicable.
- r) Liaison with the supply points / depots / Territory Office for Lubes receipts / dispatches and connected supply activities.
- s) Ensure all safety norms of BPCL are followed at the Operator's cost.
- t) There should be nil "in transit" stock for the products already received in the depot. However, there should be weekly reconciliation in case of any specific "in transit" stock. They should take up with supply location/TM (Lubes) and resolve such issues within 30 days.
- u) Correspondence / contact with other depots / supply location as per the requirement.
- v) Maintain proper security for the products and other assets on round the clock basis at his own cost.
- w) Maintain proper housekeeping on day to day basis.
- x) Ensuring monthly stock check activities along with BPCL Official are completed as per the agreement on the first working day of each month along with postings in SAP system as per laid down procedure. Any loss/gain should be analyzed and corrective action to be taken under advice to TM Lubes. In addition to this, BPCL official is authorized to check the stock at any day at any time.
- y) The Operator shall provide and maintain the required number of fire extinguishers, at his own cost, in working condition at all times and also should ensure periodic check up and up keeping. The Operator shall also provide PPE's such as hand gloves / safety shoes and Safety helmets etc to his employees. Operator to provide uniforms to his authorized staff with Photo ID Card duly signed by TM (Lubes). The operator to ensure that his employees use PPEs during the loading / unloading / stacking and all other handling activities.
- z) While operating the warehouse, all the liaison work with statutory authorities (Central Excise, Sales Tax, Labour Commissioner, etc) shall be carried out by the Operator. The operator should also assist BPCL, from time to time, for registering itself with the central excise for trading duty paid products and also for issuing cenvatable invoices.
- aa) For any financial liability imposed on BPCL by Central Excise or any other authorities due to non-compliance of rules and regulations by the Operator, the said amount will be recovered from monthly bills/ security deposit of Operator. If the amount exceeds the security deposit, balance amount to be paid by Operator within 7 days from the date of such claim from BPCL.
- bb) The Operator shall register himself with Central Excise for the purpose of service tax and pay service tax as per rules from time to time. Operator to submit proof of payment of Service Tax to the respective Territory Manager, for seeking reimbursement of the same.
- cc) Any discounts/credit to the customers given by the Operator shall be based on written authorization from respective TM (Lubes). If it is found that the C&F Operator has extended unauthorized credits / discounts or

- unauthorized shipment of products out of the warehouse, the value of such discount, cost of credit, value of product shall be recovered along with 150% of the value of such discounts and/or cost of credit.
- dd) It should be the endeavor of the Operator to handle maximum number of trucks on daily basis so as to increase the throughput. In case trucks are detained beyond 24 hours from the reporting time by the Operator for any reasons or due to inability of Operator to unload the product, BPCL shall recover such detention charges payable to the transporter, if any, from the Operator. For making the recovery, the timings considered for reporting of trucks shall be the actual reporting time of the truck. The operator should pay the Octroi/entry taxes, if any, and claim the same with the monthly bill against production of proper official receipts in original.
- ee) The Operator shall maintain day to day records in good condition by binding them on monthly basis at his cost.
- ff) Within fifteen days from the date of letter of Intent, the C&F Operator shall furnish BPCL a security deposit by way of bank guarantee of **Rs. 25 Lakhs (Rs. TWENTY FIVE Lakhs only)** issued by a scheduled bank as per BPCL format which will remain with BPCL for the full period of the contract and an additional six months (validity of BG will be contract period plus Six months). It shall be lawful for BPCL to adjust the bank guarantee amount against all pending or future dues and also to appropriate the entire bank guarantee or any part thereof against losses, damages, or expenses arising out of the C&F Operator's failure or negligence to observe any terms and conditions of this contract. This is without prejudice to other remedies available to BPCL.
- gg) Whenever there is price revision in respect of small packs of lubricants (other than barrels) the operator should declare the stocks in writing and duly signed to the respective TM (Lubes) /concerned authority. Operator ***should exhaust the old MRP products and only after exhausting the old MRP products should bill/dispatch the new MRP products.*** Discounts on old MRP products will be as per company's policy and as advised by the respective TM (Lubes) in writing.
- 10.** The Operator shall always keep the warehouse clean & shall adhere following warehousing guidelines :
- i. The Operator shall strictly follow First In First Out system while making supplies and managing warehouse.
 - ii. To provide wooden pallets / runners for proper stacking of barrels and packages. In case of non provision of adequate no. of pallets and runners, the cost of the containers getting damaged will be debited to the operator and over and above that 10% of the monthly bill amount will be levied as penalty.
 - iii. Stacking of Cases & Pails shall be 1+5 high
 - vi. Barrels should be stored in 3'O clock – 9'O clock position (in case of horizontal stacking).
 - vii. Grease Casks & HDPE (Plastic) Brls are to be kept under shade.
 - viii. Grade wise stacking to be done for ease in loading and stock counting.

- ix. Leaky & damaged container/packages to be segregated and action for bulking and liquidation is to be processed through Approval from Territory.
- x. The samples from the Contaminated / Returned product should be sent to Lab testing through Sales Officer. Products should be blocked in the system to avoid billing of the same.

11. VEHICLES FOR THE TRANSPORTATION :

- i) The Operator shall transport packed lubricants in vehicle owned /attached to them having pay load as required by BPCL and having valid permits / licenses.
- ii) The vehicles will be maintained by the Operators in sound mechanical condition at all times.
- iii) The vehicles will have adequate staff provided by the Operator for efficient operation.
- iv) The Operator shall immediately provide the registration number. and Xerox copy of RC Book and all other particulars of ownership in respect of the vehicles of the Operator(s) which will be operated for the purpose of the Corporation under agreement and shall not undertake any changes in respect thereof without obtaining prior written consent from the Corporation.
- v) Operators shall ensure that the vehicles provided for the transportation of packed lubricants shall conform to the rules regarding transportation of the petroleum products and the provision of Petroleum Act 1976 or any amendment of re-enactment thereof from time to time and rules and orders frame there under.
- vi) Only sound vehicles which are in efficient working condition and conforming to Motor Vehicle Act (including the crew if required under the act) as applicable from time to time shall be deployed by the Operator(s) for packed lubricants transportation.
- vii) The Operator shall provide secondary transportation vehicle for lubricant supplies to various Customers/Dealers/Distributors etc. ex C&F. The Operator shall provide vehicles of varying capacities depending upon the demand from time to time. The Operator would have to carry out branding of at least one secondary vehicle with BPCL's lubricant Portfolio as per design given by BPCL. This particular vehicle should be of covered container type.

12. REPLACEMENT /REMOVAL OF VEHICLES :

The Operator(s) shall be liable in respect of matters given herein under:

- i. The contracted vehicle(s) will be made available at all times in roadworthy condition so as to give uninterrupted service to the company and will be used for transporting the Company's products to places nominated by the Company. Should the Operator(s) fails to provide the contracted vehicle on any working day, the Corporation shall be liberty to make suitable alternate arrangement for the transport of their products. All expenditure as also damages/losses incurred by the Corporation in its trade as a result of the breakdown of the Operators' transport arrangement will be deducted from the amounts payable to the Operators, such damages/losses being determined at Corporation's sole discretion, provided that the Operators shall not be responsible for any failure to perform or fulfill any term of this agreement if such performance/fulfillment has been delayed, hindered or prevented by any other national, local or

other authority or anybody or a person purporting to be or to be acting for such authority.

- ii. Under no circumstances, the Operator shall keep any of his vehicles out of operation for a period of more than 15 days unless otherwise permitted in writing by the Corporation. Should the Corporation require a replacement for this period, the same shall be arranged by the Operator immediately. In case the Operator(s) fail to provide vehicles, as agreed, on any reason whatsoever, the Corporation at its sole discretion will be entitled to claim liquidated damages of Rs. 200/- (Rs. Two Hundred Only) per day per vehicle and the Operator(s) shall be liable to pay the same within 30 days from the demand without any demur. The Corporation shall have this right under this agreement or in law.

13. CARRIAGE OF GOODS/OPERATION OF VEHICLES:

- i) Depending upon the Corporation's requirements, the Operator(s) shall make multipoint deliveries in a single trip by any of the trucks contracted to the Corporation.
- ii) The Operator(s) shall obtain at his/their cost, all necessary route permits for plying the vehicles within the State or Inter-State routes for transportation of the product. The Operator(s) shall pay the applicable Octroi charges at destinations and Company shall reimburse these amounts at actual to the Operator(s) on production of payment receipts thereof every fortnight. Toll/entry charges will not be reimbursed by the Corporation to the Operator(s).
- iii) The Corporation does not undertake any responsibility or make any commitment to provide the Operator(s) or his employee with facilities such as Office accommodation, canteen, tea, etc.
- iv) The Operator(s) shall bear and pay the entire operational cost of the vehicles for transportation of the product which shall include, inter-alia, the following:
 - Salary and other emoluments for the crew and labor used for loading/unloading of lubricants.
 - Cost of fuels and lubricating oil required for the operation of the vehicle.
 - Maintenance and repairs cost of the vehicles.
 - Licenses ,Permits, Road Tax, Transit Insurance for the product etc.
 - All idling charges, loss or delay in transport transit road stoppages, delay in time consumed in loading or unloading lubricants or for any other reasons.
 - Loading from C&F and unloading at the dealer's/customer's premises shall be done by Operator.
- v) Unauthorized parking of Operator(s) vehicles within Corporation premises shall not be permitted.
- vi) Loading of lubricants will be done by the Operator(s) strictly in accordance with the instructions given to the Operator(s) by the Corporation representative. The Operator(s) will be responsible for the loading and unloading of vehicles.

- vii) Only the staff attached to the contracted vehicles or representatives nominated by the Operator(s) shall be allowed entry inside the Corporation's premises.
- viii) The Operator(s) shall be solely responsible for the safe custody of the products once these are received at Warehouse and acknowledged by the Operator.
- ix) It will be the Operator(s) responsibility to:
 - a. Provide required vehicles every day morning at C&F for loading. Ensure the safe and correct delivery of products to the consignee specified.
 - b. Operator should ensure that product is delivered at destination in the same condition as to quality as and when the Operator(s) take delivery from C&F and that there is no substitution of product by another when it is in the Operator's custody. Any infringement of the above will be deemed as unlawful and the Corporation will hold the Operators legally responsible for the same. The Corporation also reserves the right in such an event, to forthwith terminate the contract and/ or to impose such penalties on the Operators as the Corporation may deem fit.

14. TRANSIT LOSSES:

- a) The Operator(s) shall bear the loss of any of the Corporation's products while in their charge, irrespective of the reason for such loss except Act of God, strikes, civil commotions, etc. The amounts payable to the Corporation on this account shall be calculated at the **Amount equivalent to prevailing MRP (for MRP based packed products) / Dealer Billing Price (Basic listed selling price + Excise Duty) + 20% penal charges on Dealer Billing Price, for non MRP based products** as applicable on the date of such loss and other incidental outgoing suffered by the Corporation will be deducted from the Operator's bills.
- b) The Operators shall operate their vehicles at their own risk entirely and the Corporation shall in no case be held responsible for any damage done to the vehicles while on the Corporation work or when parked in their premises.

15. TRANSHIPMENT:

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

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

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

16. PERFORMANCE OF THE OPERATOR:

- a) If at any time during the currency of this agreement the Operator(s) fails to transport the product as provided herein and / or fails to perform the various other obligations specified in this agreement, the Corporation may in its discretion and without prejudice to its other rights and remedies engage the services of the agencies to perform the obligations and transport the products and in such an event, the Operator(s) undertakes to reimburse the Corporation all the additional expenses incurred by the Corporation in this connection. Failure to provide required number of vehicles as may be demanded by our BPCL officials will attract a penalty of Rs. 200/- per truck per failure apart from the debit clause stated above.
- b) In case the performance as reviewed by the concerned TM is found to be not satisfactory, the Corporation may take action as deemed fit including termination of contract and blacklisting to participate in future BPCL C&F tenders for a period of five years.
- c) Nothing herein contained shall prevent the Corporation from engaging any other Contractor(s) to carry out transportation work similar to the work entrusted to the Operator(s).
- d) **DETENTION CHARGES:**
No detention charges shall be payable by the Corporation to the Operator(s). However, all efforts will be made by the Corporation to avoid delays on its part.

17. OPERATOR(S) EMPLOYEES:

- a) For the purpose of carrying out this job the Operator(s) shall employ or engage their own personnel. Persons so employed by the Operator(s) shall not be deemed to be in employment of BHARAT PETROLEUM CORPN. LTD. and the supervision and control of such employees shall rest always with the Operator(s).
- b) The Operator(s) shall undertake that no person working for them is a foreigner and shall not allow the foreigner to enter into the premises declared by the Government as "protected places" which shall include **VIZAG C&F Lubes** depot . The Operator(s) further undertake to strictly abide by the Defense of India Act and Rules.
- c) If however, any claim is made by any employees of the Operator(s) against the Corporation for wages, compensation or any sum or dues, the Operator(s) agrees to indemnify the Corporation of all such claims and to pay all the expenses which the corporation may incur in defending any proceedings pursuant to such claims.
- d) Unauthorized driving of the Operator's vehicles by his men, who do not possess valid vehicle driving licenses within or outside the Corporation's premises while handling transportation for the Corporation, shall not be permitted.

- e) The Operator(s) and his men shall abide by the rules and regulations of Bharat Petroleum Corpn. Ltd. when they are within the Corporation's premises. All safety precautions as per the Corporation's rules should be observed by the Operator(s) and his/their men within Corporation's premises.
- f) The Operator(s) will indemnify the Corporation against the consequences arising out of their or their workmen's / servants / agent's default or negligence or violation or non-adherence to Municipal/State/Central Acts relating to the carriage of goods. Should the Corporation be held liable for any loss, damage or compensation to their parties arising in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Operator(s). The Operator(s) shall observe and comply with the requirements of the Minimum Wages Act, the ESI act and all other Industrial / Labour legislation for the time being in force or may later be brought into force governing the relationship between the employer and employees and also undertake to hold the Corporation indemnified against all claims, payments, losses, that Corporation may have to make or suffer on account thereof. The Operator(s) shall whenever required by the Corporation or Government official authorized under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes. The Operator(s) will accept liability for payment of compensation in accordance with the provision of the Workmen compensation Act 1923, read with the ESI Act 1948, or amendments thereafter for personal injury caused to any workmen by accident arising out of and in the course of his employment by the Operator(s) in the discharge of the Operator(s) obligations under the agreement. The Operator(s) will indemnify the corporation and keep indemnified from all payments by way of compensation or otherwise which the Corporation may be called upon to make under the provisions of the said act to any such workmen as aforesaid and any expenses incurred by the Corporation in connection with any claim preferred by such workmen and/or against all actions, claims, and demands, whatsoever in respect of any loss, injury or damages whatsoever to any third party, person caused by the Operator(s), their workmen, servants and agents.
- g) The Operator(s) shall not engage any child or bonded labor for handling his work in connection with this contract or contravene any of the Government rules and regulation in this regard.
- h) The Operator(s) should ensure that no person in the vehicle should smoke and no fire or other ingredients of ignition should be permitted in the vicinity of the vehicle. The vehicle engaged for transportation of lubricants shall not carry any persons other than the crew along with the load.

18. DAMAGES TO CORPORATION'S PROPERTY/EMPLOYEE :

- a) The Operator(s) shall remain at all time liable to the Corporation for any loss or damage caused to any building, plant, machinery or the property of the Corporation due to careless, negligent, inexperienced act or default of the Operator(s), his/their agents, representatives or employees, the Corporation shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amounts payable hereunder to the Operator(s) the cost of repairs, and or the amount of loss or damages.

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

19. INSURANCE OF TRANSPORT VEHICLES:

The Operator(s) shall ensure that the vehicles used for the transportation of the product under this agreement are covered by insurance policy. Under no circumstances shall the Corporation be liable to compensate them for any loss or damage that may be caused to the vehicles and/or product while engaged in the work under this agreement.

20. SUSPENSION OF CREW OF DEFAULTING VEHICLES:

The Operator shall be responsible / accountable to suspend his LCV crew indulged in any acts not conducive to the interest of the Corporation such as misbehavior, dishonesty, disobedience, pilferage etc. He should immediately suspend such crew involved and in all such cases no compensation will be paid to the Operator(s).

21. THE OBLIGATIONS OF BPCL shall include –

- a) Arranging inward supply of the products from its plant or depots.
- b) To provide blank pre-printed stationery i.e. invoices and suitable mode of connectivity ERP system of BPCL.

22. The Operator shall be bound to adhere to all the laid down procedures of BPCL regarding operation of the C&F like product supply, maintenance and submission of the stock accounts and Central excise and sales tax documentation and formalities. All cheques, DDs received during the day will be deposited by the Operator in BPCL's nominated account next day. Responsibility of collecting cheques from the credit customers and handing over to the Operator for depositing in BPCL bank account would be that of BPCL staff. Any direct sale from the depot to any dealer / customer can be made by the Operator only after receiving necessary advice from BPCL in writing including billing rates / payment terms etc. Any loss to the Corporation due to delay in depositing the bank instruments in the bank within the same or the next day will attract penalty @ 18% of the value of the instrument for the duration of such delay.

23. The Warehouse shall be used exclusively for stocking BPCL's products and Sales Promotion & Advertising (SP&A) items as advised by BPCL. It shall not be used for any other purpose. BPCL shall have absolute rights to stock any product at the warehouse and also take out or transfer any stocks for any reason like those found slow moving, non-moving or contaminated after due documentation.

24. Duration of the agreement shall be for total **FIVE** years initially for 3 years w.e.f **01/09/2017** to **31/08/2020** with a provision to extend by another two years at the discretion of BPCL.

25. The Operator shall keep the warehouse open on all days of the week except nominated weekly holiday of BPCL. The Warehouse will be normally kept open between 0830 hrs to 1700 hrs with maximum ½ hour lunch break. Subject to exigencies of work and statutory rules permitting, the warehouse will be kept open even beyond above time / days particularly for

receiving the product and for executing urgent supplies without any additional charges thereof.

- 26.** BPCL reserves the right to terminate the contract by giving one month's notice and in such an event, the Operator shall be bound to hand over BPCL's products, records, stationery, and other facilities back to BPCL as per time frame fixed by TM Lubes. However BPCL also reserves the right to terminate the contract without any notice to that effect, in the event of any conduct by C&F Operator which is contrary to the interest / policies of BPCL or in the following circumstances.
- a) If the Operator is found negligent or incapable of carrying out the work contemplated in this agreement.
 - b) If the Operator is found guilty of breach of any of the covenants, conditions and stipulation on his part contained in this Agreement.
 - c) If the Operator will commit or suffer to commit any act which, in the opinion of Regional Manager (Lubes) of BPCL by whatever name called, is in violation of any of the condition contained in this Agreement or is prejudicial to the interest or good will of BPCL or their products or brand.
 - d) If the C&F operator's firm, its' proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.
 - e) If attachment in execution of a decree is passed against the C&F, its proprietor or any of its partners.
 - f) If road permits or statutory licenses / permissions granted to C&F firm or any statutory authorities' licenses are cancelled or revoked.
 - g) If any of the information submitted by the C&F operator in the tender is found incorrect at any time.
 - h) Breach of any of the terms or conditions of this Agreement by the C&F.
 - i) If the C&F operator causes disruption in supply of packed lubricants products. The decision of the Company will be final and binding on the C&F.
 - j) On the death or retirement of proprietor or any of the partners of the C&F firm. However, in case, Company does not exercise this option, the Agreement shall continue as between the Company and surviving / continuing partners of the Carrier. The legal representatives of the deceased partner or the retiring partner himself shall be liable for all the obligation of the carrier incurred up to the date of death or retirement but shall not be entitled to claim from the company any portion of Security Deposit. Company shall account for Security Deposit to the surviving or continuing partners. The death or retirement of any partners shall be notified by the Carriers to the Company in writing within 24 hours of such death or retirement.
 - k) If the C&F operator or its employees commits any unsafe act such as rash driving, accident, non adherence to safety guidelines and not using safety/protective equipments etc. within or outside BPCL premises.

- l) If the C&F operator, its proprietor or any partners or his employees misbehaves (abuse/ threat/ assault/ manhandles) with the consumers/Dealers or with the employee of the BPCL.
- 27.** BPCL shall have the right of appointing any other C&F Operator (s) or dealer (s) or distributor(s) or making direct supplies to its dealers, distributors, consumers etc. at its sole discretion in the event the operations are taken over by BPCL from the C&F Operator as explained above, without being liable to pay any compensation or charges to the C&F Operator.
- 28.** Upon termination of this Agreement for any reason whatsoever, the Operator will cease to have any right to continue as Operator of BPCL and will promptly hand over BPCL' s properties, stocks, records, stationery; etc to BPCL' s authorized representative. Further, account shall be drawn up and balance payment if any, after accounting for damages / contaminated stocks etc. would be paid to the C&F Operator within fifteen days.
- 29.** Liquidated damages of Rs. 5000/- (Rupees five thousand) per day shall be payable by the Operator to BPCL in case of delays in completing handing over of all documents / products / assets beyond the time frame stipulated by TM Lubes.
- 30.** The C&F Operator shall not change constitution of its firm nor dissolve the partnership nor admit new member as partner nor allow any partner to withdraw from the partnership without obtaining the previous written consent of BPCL. Further, in the event of death of any of the partner or partners of the C&F Operator, BPCL shall be entitled to terminate the agreement forthwith or if such right is not exercised within reasonable time, continue the agreement with remaining partners or legal heirs where all the partners are deceased.
- 31.** All notices to be sent by either party to the other shall be deemed to be duly communicated if delivered to the other party against acknowledgement at its address referred to in the title of this agreement or sent by Registered A.D.Post.
- 32.** Penalty Clauses for non performance :

SI No	Description of Activity	Penalty
1	Delay in BDS preparation/ posting from the receipt date of instrument by C&F Operator.	Rs.100/- per Customer a/c per day.
2	Delay in bank lodgment of Instrument beyond 24 Hrs of BDS preparation	Penalty @ 18% of the value of the instruments for the duration of such delay.
3	Non provision of manpower as per agreement to be checked from gate register.	Rs.300 /- per day per person for labour and Rs Rs.500 /- per day per person for clerical and supervisory staff .

4	Absence of trained staff for operating SAP/handling depot transactions leading to delay in documentation	Rs.2000/- per month.
5	Delay in preparation Sales Order/Invoice beyond 24 Hrs of Order receipt	Rs.100/- per Customer a/c per day.
6	Failure to supply the invoiced material on the same day of invoicing	Rs.100/- per Customer per day.
7	Un authorized Discount, Credit & Shipment of products out of Warehouse without TM's Approval.	Penalty will be 150% of the Cost of Credit for Credit supplies without prior authorization/ 150% of the cost of Discount for extension of Discount without prior approval and 150% of Value of product when there is unauthorized Shipment of product i.e. without Invoice/STO etc as the case may be.
8	Non-compliance of agreement condition in providing facilities as per Schedule A & B of tender document	10% of monthly billing till the facilities are provided
9	Non adherence of HSSE standards	Rs.2000/- per month.
10	Non-compliance of warehousing practices as per Clause 10	Rs.2000/- per month till compliance.

33. ARBITRATION CLAUSE:

- a. Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set off of the Corporation 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 Corporation or of some Officer of the Corporation who may be nominated by the Director (Marketing). The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the Corporation or that he had dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Corporation he had expressed views on 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 Corporation if the Director (Marketing) does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director (Marketing) or a person nominated by such Director (Marketing) or the Corporation as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 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 award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as the Sole Arbitrator shall by writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
- c. The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and / or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration Act 1940 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- d. 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 an 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).
- e. 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.
- f. The arbitrator shall have powers to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- g. The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require on or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
- h. 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 in the concerned courts in the city of Chennai only.

33. FORCE MAJEURE CLAUSE

If at any time during the continuance of the this Agreement, the performance in whole or part by either party of any obligation under the this Agreement Order shall be prevented or delayed by reason of any war, hostility, act of public enmity, civil commotion, sabotage, fires, floods, explosions epidemics, quarantine restrictions, strikes, lockouts or Acts of God (hereinafter referred as event), then provided notice of happening of any such event is given by either party to the other within twenty one days from the date of occurrences thereof,

neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance.

Deliveries under this Agreement Order shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Head Lubes SBU, Bharat Petroleum Corporation Ltd., as to whether the deliveries have been so resumed or not, shall be final and conclusive. Provided further that the performance in whole or part of any obligation under the contract is prevented/delayed by reason of any such event specified above for period exceeding sixty days, either party may at their option terminate this Agreement. 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.

34. JURISDICTION:

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 in the concerned courts in the city of CHENNAI only.

35. 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.

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

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

Signed and delivered by the within named C&F Operator (s)

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

In the presence of

- 1.
- 2.

In the presence of

- 1.
- 2.

ADDENDUM TO THE AGREEMENT BETWEEN BPCL AND M/S TVS
MOTORS FOR THE C&F OPERATIONS AT **VIZAG**

M/s **TVS Motor Company Limited**, a Company registered under the Companies Act of 1956, having its registered office at Jayalakshmi Estates, No.29, Haddows Road, Chennai – 600 006 (hereinafter referred to as **the “Company”**, which expression shall, unless repugnant to the context, mean and include its successors and assigns) of the **ONE PART**,

AND

Bharat Petroleum Corporation Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ‘Bharat Bhavan, 4&6 Currimbhoy Road, Mumbai – 560 001, (hereinafter referred to as “BPCL” which expression shall unless otherwise repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns)

have entered into an agreement on 14th June’06 for marketing lubricants specially blended for the Company by BPCL (hereinafter referred to as “**TVS-M Lubricants**”) for motorcycles, mopeds and other two-wheelers / three wheelers, through TVS Authorised Service Network and BPCL’s own dealer / distributor network.

It is hereby agreed that the existing and all future C&F’s of BPCL apart from dispensing duties as per their existing agreement will also fulfill the C&F operation and transportation such as Receiving, Storing, Handling, Forwarding and Clearing agent of TVS-M Lubricants at its warehouse located at places **as agreed**, which shall be used for storing TVS-M Lubricants, so that TVS-M Lubricants may be supplied from the respective warehouse to different dealers of the Company and other parties as per the instructions of the Company from time to time, on the terms and conditions hereinafter mentioned and mutually agreed between BPCL and the C&F agent.

It is understood that such warehouse of BPCL may also store products belonging to BPCL and of any other party without causing any prejudice / hindrance to the business operations undertaken by BPCL with TVS-M. Similarly, the transport vehicle used for transporting the TVS-M lubricants shall also be used for transporting other products belonging to or on instructions of BPCL subject to fulfillment of obligations on time while distributing to destinations designated by TVS-M.

Therefore for the purpose of this agreement, a TVS-M lubricant implies such stocks of TVS-M lubricants which are owned by BPCL.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

Definition:

(a) TVS-M LUBRICANT : shall mean the trade name/ trade mark / brand name owned by TVS-M or such other trade mark or brand name, agreed to be applied / used for denoting the product "lubricant oil" proposed to be manufactured / blended by BPCL in accordance with the agreement.

(b) TVS-M AUTHORISED NETWORK or TVS-M Network or Authorized Network: shall mean the Authorized dealership network. Authorized service network of TVS-M, Authorized Parts Stockiest operated for the purposes of distribution of the products and services are rendered in the ordinary course of their business.

(c) BPCL Retail / Bazaar Network: shall mean authorized dealership, bazaar supply channel of BPCL and distribution channel other than TVS-M Network, operated for the purposes of distribution of the products in the ordinary course of their business.

1. **SCOPE**

The BPCL hereby appoints M/ s , **(hereinafter referred to as C &F agent)** as C&F agency for the Receiving, Storing, Handling, Forwarding and Clearing agent of TVS-M Lubricants (Lubricant oil) also at BPCL warehouse located at such places and to safeguard, conduct and manage the warehouse, and C&F agent hereby accepts such appointment on the terms and conditions hereinafter contained. C&F agent shall carry out the above jobs through its own staff or through third party contractors and shall absolve BPCL from fulfilling its responsibilities to the Company.

2. **C&F 'S RESPONSIBILITIES / DUTIES:**

2.1. C&F agent will be responsible for receiving, clearing, forwarding, handling and storing TVS-M Lubricants (Lubricant oil) at its warehouse, which services shall include but not be limited to the following:

a) Receiving dispatch instructions, printing Company's invoices, making arrangements for dispatch, obtaining acknowledgements and lorry receipt under instructions from such authorized officer/s of the Company from time to time.

Viewing and Printing Company's Invoices

b) Sending dispatch document and effecting deliveries to the distributors/dealers/respective parties and to the Company, in accordance with the instructions given by BPCL and the Company from time to time. The

documentation process flow chart for this distribution channel is provided in Annexure A.

c) In case of short delivery or damage or loss during transit, obtaining damaged/short delivered/lost certificate from carrier, wherever necessary and intimating BPCL forthwith.

d) To bear and pay all expenses incidental to loading, unloading, handling, clearing and forwarding TVS-M Lubricants (lubricant oil) including transportation insurance.

e) To bear and pay all expenses specially incurred in carrying out its obligations under this Agreement including postage.

f) Providing at it's cost round the clock security in the warehouse.

g) Attending and carrying out such other duties as may be agreed from time to time.

h) Erecting and maintaining in the warehouse, signboard of suitable dimensions as required and provided by BPCL / Company on which will be written "TVS Motor Company Limited" and/or in such vernacular language as may be required by local laws & custom in practice with the warehouse address with logo of the Company as provided by the Company.

2.2 The relationship of principal and agent between the BPCL and C&F agent shall be to the extent of storage and distribution of TVS-Lubricant by company to its authorized service network.

2.3 C&F agent shall be responsible to maintain, preserve in such manner as may deem fit and proper all documents, records including but not limited to reports from the system, invoice copies, proof of dispatch, etc as advised by the company from time to time and make them available to the BPCL/ company as and when required.

2.4 C&F will maintain confidentiality of prices and other Terms & Conditions applicable to TVS or its authorized dealer network.

2.5 C &F agent shall cover all risks involved and necessary for due performance of their obligations with adequate insurance coverage including but not limited to transit, storage, fire, flood, breakage, theft, burglary, accident damages, etc.

2.6 C&F Agent shall make supplies to TVS Authorized Network subject to a minimum drop size of 200 ltrs, with a lead time of 2 clear working days i.e. 48 hours for local supplies (i.e. within the city limit of supply location) and 3 clear working days i.e. 72 hours for outstation supplies (i.e. outside the city limit of supply location) inclusive of the order date in both the cases.

3. **PAYMENT**

3.1 The TVS Service Network dealer shall acknowledge the receipt of product within 5 days from the date of dispatch by using company's web system. C &F

agent is supposed to maintain proof of dispatch of good and receipt by company's dealers always.

Company (TVS) shall provide access to BPCL to download the details of TVS-M Lubricants dispatched on behalf of the company but for which delivery acknowledgement has not been made in the company's system. C &F agent shall provide the details of cases where the product have been delivered but not acknowledged as delivered in the company's system. The company shall take up with Authorized network and arrange the necessary acknowledgement in the system for such deliveries. The company shall also instruct its service network to acknowledge the deliveries within five days from the date of dispatch of goods.

4. **PERSONNEL**

C &F agent shall at its own cost and responsibility engage such staff / labor/ contractor required for the due performance of its obligations under this Agreement. BPCL shall not in any way be responsible to pay the salary, etc., to the said staff / labor engaged by C &F agent. C &F agent shall ensure payment of all statutory due under any enactment whatsoever and C &F agent shall comply with all the labor legislations, in respect of the said staff / labor engaged by him and such staff / labor / contractor will at all times shall not be treated as the employees of BPCL / TVS-M.

5. **SAFE CUSTODY:**

5.1 C &F agent will be responsible at all times for the maintenance and safe custody of TVS-M Lubricants belonging to the company in the warehouse.

5.2 C &F agent will be liable to BPCL for any loss, misdelivery, non-delivery, shortage of or damage to TVS-M Lubricants (Lubricant oil) belonging to the company by reason of any act or omission on the part of C &F agent or his servants or workmen or whilst TVS-M Lubricants belonging to BPCL/company are in the custody of C &F agent or under its control, unless it shall be proved to the satisfaction of BPCL/Company and its insurers that such loss, misdelivery, non-delivery, shortage of or damage to TVS-M Lubricants was not caused or contributed to, by negligence or willful act or default on the part of C &F agent or its servants or workmen. C &F agent will within 2 weeks from the date of any demand made by BPCL in that behalf, reimburse the BPCL the amount of any loss for which C &F agent is liable.

6. **OWNERSHIP AND LIEN**

6.1 C &F agent is entrusted with such stocks of TVS-M Lubricants (Lubricant Oil) as belonging to the company only for the purpose of discharging its duties under these presents. It is expressly understood that the ownership of such stocks of TVS -M Lubricants (Lubricant oil) as belongs to BPCL/ company shall

at all times rest with the Company. C &F agent shall not have any lien on the same on any account whatsoever. C &F agent shall not hypothecate, pledge, sell or otherwise dispose of TVS-M Lubricants as belonging to the company or any part thereof or deal with the same otherwise than in accordance with the instructions of the Company. C &F agent shall also take adequate steps to ensure that no lien on such stocks of TVS-M Lubricants as belonging to the company is claimed by any of C &F agent's bankers, creditors or other customers and keep BPCL indemnified of all costs and expenses incurred or suffered by BPCL by reason of any such claims being made against such stocks of TVS-M Lubricants as belonging to the company.

6.2 The Officers of BPCL / Company shall be entitled at all reasonable times during office hours to enter the warehouse where such stocks of TVS-M Lubricants as belonging to the company are kept, for the purpose of inspection or for retaking possession of such stocks of TVS-M Lubricants as belonging to BPCL/company from the said Warehouse. C &F agent shall render all assistance to BPCL/ Company's authorized officers for the aforesaid purposes.

7. RECORDS AND REPORTS

7.1 C &F agent will keep full and true account of and furnish every calendar month as mutually agreed a statement in respect of the preceding calendar month of such stocks of TVS-M Lubricants as belonging to BPCL/company received by it and delivered by it to the dealers of BPCL/Company and of all matters concerning such stocks of TVS-M Lubricants as belonging to BPCL/ company in such manner as the BPCL/Company may from time to time direct and such accounts will at all reasonable time be open for inspection by BPCL/ Company or any employee or agent of BPCL/Company duly authorized in that behalf and such employee or agent shall be at liberty to take copies of or extracts from the same or any part thereof and to inspect and to take stock of such stocks of TVS-M Lubricants as belonging to BPCL/company so received by C &F agent from the BPCL and will be responsible for the said custody thereof.

7.2 C &F agent shall preserve the accounts as above relating to such stocks of TVS-M Lubricants as belonging to the company and records for at least Eight years in the event of renewal of contract period ; otherwise it will be up to the currency of the contract and such accounts of C &F agent may be examined by the BPCL/Company at such intervals as may be deemed fit by BPCL/Company.

8. The address and other details of the Parties for the purpose of communication, unless otherwise notified in writing to the other Parties shall be:

If to the C &F agent : Attn. Mr C &F agent ,
BPCL, add.

If to the BPCL:

TERRITORY MANAGER (LUBES)
VISAKHA INSTALLATION
NEAR DHANAREDDY GODOWNS
VISAKHAPATNAM
ANDHRA PRADESH STATE.

Attn. Mr.

9. ***CONFIDENTIALITY*****BPCL shall keep confidential all business documents and technical information, licenses, trade secrets, know-how, techniques, specifications, processes, samples and designs relating to the business of the TVS – M lubricant and will take all reasonable steps to ensure that it does not, directly or indirectly, either during the term of this Agreement or at any time thereafter, disclose or use any information which it has acquired or it may acquire by virtue of its appointment hereunder, for any purpose other than as required to carry out its duties and obligations hereunder.**

10. All other terms and conditions as contained in the C &F agreement dated

between M/ s , and BPCL remain same and shall apply.

IN WITNESS WHEREOF these presents have been executed by and on behalf of the parties hereto on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY: SIGNED, SEALED AND DELIVERED BY:

M/s Bharat Petroleum Corporation Limited

C &F agent, BPCL,

Mr.

Partner/ Sole proprietor

TM Lubes ,

Mr.

Witness:

Schedule A

Schedule A

Volume per month	Manager and Asst Manager	PC operator cum clerk	Labour for loading /unloading	Godown assistant	General Workmen
145 MT	1	2	4	1	0

Manpower Requirements at

C&F Vizag.

Schedule B

Infrastructure Requirement at C&F Vizag.

Asset Name	Description	Nos
PC	Intel Core I 3 with minimum 2GB RAM / Windows 7 OS / 17" color monitor	2
Printer	Dot Matrix	1
	Ink jet /Laser	1
Telephone (land line)	Telephone (land line)	2
UPS	UPS	2
DG Set	Approve make of 5KVA capacity(diesel) to cater the office/go down area lighting	1
AC	Window AC (Capacity Min 1.5 T)	1
Office Furniture	Tables	3
	Chairs	6
	Cupboard	2
	Steel Racks	1
Pallets	As required	As required
Runners	As required	As required
Forklift	Forklift	0
Fire Extinguishers	As per OISD 117 – 10 kg DCP	As per requirement
Sand Buckets		

DRAFT BANK GUARANTEE

1. In consideration of Bharat Petroleum Corporation Limited having its registered office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, P.B.No. 688, Mumbai – 400 001 (hereinafter called "BPCL") having agreed to exempt M/S _____(Hereinafter called " C&F Operator ") from the demand under the terms and conditions of an Agreement dated _____ made between "BPCL" and the Lubes C&F Operator M/s _____for (hereinafter called "the said Agreement") of the Security Deposit for the due fulfillment by the said Lubes C&F Operator of the terms and conditions contained in the said Agreement on production of Bank Guarantee for **Rs.25 lakhs (Rupees TWENTY FIVE Lakhs only)**, We _____ (name of the Bank) (hereinafter referred to as "Bank") at the request of M/S _____ (Lubes C&F Operator) do hereby undertake to pay to "BPCL" an amount not exceeding **Rs.25 lakhs (Rupees TWENTY FIVE Lakhs only)** against any loss or damage caused to or suffered or would be caused to or suffered by "BPCL" by reason of any breach by the said Operator of any of the terms and conditions contained in the said Agreement.

2. We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from "BPCL" stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reasons of breach by the "C&F Operator" of any of the terms and conditions contained in the said agreement or by reason of the C&F Operator'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. 25 Lakhs (Rupees TWENTY FIVE Lakhs only)**.

3. We undertake to pay to "BPCL" any money so demanded notwithstanding any dispute or disputes raised by the "C&F Operator" 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 C&F Operator shall have no claim against us for making such payment.

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

5. We _____ (name of the Bank) further agree with "BPCL" that "BPCL" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said "C&F Operator" 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 "C&F Operator" 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 "C&F Operator" for any forbearance, act or omission on the part of "BPCL" or any indulgence by "BPCL" to the said "C&F Operator" or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Operator.

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

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

SIGNATURE : _____

NAME : _____

FIRM'S NAME : _____

ADDRESS : _____

: _____

DATE : _____

RUBBER STAMP OF THE FIRM :

DECLARATION BY THE TENDERER

We have carefully studied the Tender and submit our offer having fully understood the same. We hereby agree to abide by the fulfill all the terms and conditions set out in the tender form, General terms & conditions, scope & responsibilities of Lubes C&F operator, Draft Lubes C&F Operator agreement papers and Commercial Bid and which should be deemed to form part of this tender. We return herewith the enclosure duly signed and rubber stamped on each page as a token of our acceptance.

Signature of the Tenderer:

Full Name of the Tenderer:

Rubber Stamp of the tenderer:

Address:

Telephone Nos.

(TO BE NOTARIZED)

ANNEXURE I (A)

DECLARATION BY THE TENDERER REGARDING NOT BEING A DISTRIBUTOR OF ANY OTHER LUBRICANT MARKETING COMPANY

We have carefully studied the Tender and submit our offer having fully understood the same. We hereby declare that we, including any of our Relatives are not Distributors (PLD/ILD/LBA) , of BPCL or any other Lubricant Marketing Company. We also assure that we will not take up any Distributorship of any other Lubricant Marketing Company during the validity of this Contract.

The above Declaration is true to the best of our knowledge. In case, in future if BPCL finds any information in contrast to our above Declaration, the Corporation can initiate action as deemed fit, including rejection of our Tender / termination of our contract.

Signature of the Tenderer:

Full Name of the Tenderer:

Address:

List of relatives given in annexure I (B)

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

Note to tenderers

- 1) The expected volume of business is approx. 1548 **MT** per annum. The volume includes approx. 1548 MTs per annum of sales volume and 48 MT of Stock Transfer Quantities from VIZAG C&F Lubes depot to other company operated depots. The C&F would normally cater to the areas of Andhra Pradesh of Revenue Districts of Srikakulam, Vizianagaram, Visakhapatnam, East Godavari, West Godavari and Yanam. In case of secondary transportation, the average monthly running (one way) of the vehicles (generally 1 to 3 MT) is expected to be **2600 Kms**. Average load size for deliveries is expected to be 1 TO 3 MTs per trip. However, please note that the volume / area / running and load size of vehicle mentioned above is only indicative and Bharat Petroleum Corporation Limited does not guarantee minimum or maximum volume of business / area of operation / load size or running of vehicles.
- 2) In case of rate for Secondary Transportation the commercial bids should be quoted as one fixed basic rate for all five years with a clause of escalation /de-escalation on HSD price
- 3) Any deviation made in quoting the rates in commercial bid i.e. not as per this format or mentioning the rates in different way or mentioning any other

or counter terms in the commercial bid, the tender will be summarily rejected without any further communication to the Tenderer
4) There shall be no over-writing.

Signature :
Date :

Name : Rubber Stamp :

Technical evaluation will be carried out as per following criteria (This is provided only as information. Not to be filled by the tenderer)

Main Parameter	Max rating	Sub-parameter Description	Max. rating for Sub-parameter	Max. rating for each parameter
1.Business capabilities of the tenderer (to be evaluated based on the interview)	20	a) Knowledge on warehousing aspects, such as internal controls, FIFO management, HSSE etc	Max.10	
		Excellent		10
		Adequate		6
		Not adequate		0
		b) Capability to commence operation and deploy trained staffs	Max.5	
		Within 15 days		5
		Within 30 days		3
		Beyond 30 days		0
		c) Knowledge of Excise and other statutory rules and regulations	Max 5	
		Excellent		5
		Adequate		3
		Not adequate		0
2.Work experience (Based on documents provided)	40	a.)Experience in handling C&F /other business	Max.20	
		Lubricants or Paints C&F		20
		FMCG C&F		15
		Other than above		12
		No experience		0
		b) Number of years of experience	Max 10	
		More than 10 yrs		10
		Between 5 to 10 yrs		7
		2- 5 years		5
		Below 2 years experience		0
		c.) Geographical area handled :	Max 10	
		Has worked in same area of operation		10
		Has worked in same scale of operation in other area		7
		Nil experience		0

3.Capability to provide secondary transportation (Based on documents)	15	Ability to provide vehicles for transportation	Max 15	
		a) Owns required number of vehicles		15
		b) Can own vehicles within stipulated time		10
		c) Can provide attached vehicles		8
		d) Not ready to provide		0
4.Financial Capability of party	25	a. Current ratio	Max.8	
		(Current Assets :		
		Current Liabilities)		
		>2		Max.8
		1.5 to 2		Max 5
		1 to 1.5		Max 3
		b. Debt. Equity ratio :		
			Max.8	
		<1		Max.8
		1 to 1.5		Max 5
		>1.5		Max 3
		c.Own capital employed in current business :	Max. 5	
		Above Rs 20 Lakhs		Max. 5
		Between Rs 10 & Rs 20 Lakhs		Max. 4
		Upto Rs 10 Lakhs		Max. 3
		d. Turn over from existing business	Max. 4	
		Above Rs. 30 Lakhs		Max. 4
Rs. 20 to 30 Lakhs		Max 3		
Less than Rs.20 Lakhs		Max 2		
(all above based on documents submitted by the tenderer)				
Total	100			

Note :Tenderer scoring minimum rating of at least 50% in each main parameter and overall 75% in total only be accepted as Technically qualified.

INTEGRITY PACT (IP) :

- **IP** is a pact between BPCL (as a purchaser) on one hand and the bidder on the other hand stating that the two parties are committed to each other in regard to ensuring transparency and fair dealings in this procurement activity. Bidders shall have to essentially sign this pact, for participating in this tender, as per the pro-forma given at (Annexure - XIV). The salient features of this program are:
- **Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure**

to return the IP Document duly signed along with the bid documents shall result in the bid not being considered for further evaluation.

- If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the bidder Liquidated damages amount by forfeiting the EMD/Bid security as per provisions of the Integrity Pact.

If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the contractor, BPCL shall be entitled to demand and recover from the contractor.

Liquidated Damages amount by forfeiting the Security Deposit/ Performance Bank Guarantee/ Supply and Performance Guarantee as per provisions of the Integrity Pact.

- Bidders may raise disputes/ complaints, if any, with the nominated Independent External Monitor whose name/ address/ contact numbers are as given below:

Shri. S S N Moorthy
GFQ, 1st Floor, B. Block,
Summit Apts,
Mettpalayam Road,
Coimbatore 641 043.

Email ID - ssnm1950@yahoo.com Mobile - 0 95009 98610

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down organization procedures, contract/s forThe Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International"(TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. Current external monitor is **Shri S.S.N. Moorthy**, GFQ, 1st Floor, B. Block, Summit Apts. Mettupalayam Road, Coimbatore - 641 043 (email ssnm1950@yahoo.com mobile +919500998610)

Section 1 - Commitments of the Principal:

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

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

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

Section 2 - Commitments of the Bidder / Contractor/Supplier:

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

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

obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
(2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

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

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

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

Section 4 - Compensation for Damages :

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

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

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

Section 5 - Previous Transgression :

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

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors /Suppliers/ Subcontractors:

(1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors :

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

Section 8 - Independent External Monitors :

(1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration :

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 - Other provisions :

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

(3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor/Supplier

Place

Date.....

Witness 1

(Signature/Name/Address)

For the Bidder/Contractor/Supplier

Place

Date.....

Witness 2

(Signature/Name/Address)