



IndianOil

**Indian Oil Corporation Limited (IOC)**

**NOTICE INVITING E - TENDER**

Electronic bids (e –Tender) are invited under Two-Bid system from bonafide Bidders as per the following details:

**Name of Work : BULK LPG TRANSPORTATION CONTRACT BY ROAD FOR THE STATE OF TAMILNADU**

NIT No.	Tender Download Period		Bid submission /Upload Closing date
	From	To	
LPG/BULK/TT/IOC/TN/2018	23/01/2018	09/03/2018	12/03/2018

**Pre-Bid Meeting – Date : 06.02.2018 Time : 1500Hrs to 1700Hrs ,**

**Venue – Indian Oil Corporation Ltd.,(Marketing Division), Southern Region office,Indian Oil Bhavan 139, Nungambakkam High Road,Chennai - 600034**

**Opening Date of Technical bid : 14/03/2018 at 1500Hrs**

**Contact person(s), Telephone Nos. and email id :** Available in Tenders at website as mentioned below :

Sri S Pattabiraman, GM(LPG-S&D), SR, IOCL

Contact No- 044-28339146

Mobile No.- 9444065743 ; Email id: [spattabiraman@indianoil.in](mailto:spattabiraman@indianoil.in)

Tender documents (non-transferable) can be downloaded from following IOC e-Tendering websites during the download period

<https://iocletenders.gov.in/>

Offers must be submitted online at the respective websites viz.

<https://iocletenders.gov.in>

Please visit following websites for further details on this Tender:

<https://iocletenders.gov.in>

**Note:** All bidders must have Digital Signature Certificate and shall have to register themselves at the above mentioned websites in order to download the Tender documents and also for submission of the bid. Online response submitted on above mentioned websites shall only be accepted. All revisions, clarifications, corrigenda, addenda, time extensions, etc. to the Tender will be hosted on above mentioned websites only. Bidders should regularly visit the websites to keep themselves updated.



**IndianOil**

**Indian Oil Corporation Limited (IOC)**

Indian Oil Corporation Ltd.,(Marketing Division),  
Southern Region office,Indian Oil Bhavan  
139, Nungambakkam High Road,Chennai - 600034

## **TECHNICAL BID**

**Subject: BULK LPG TRANSPORTATION CONTRACT BY ROAD FOR THE STATE OF  
TAMILNADU**

**Tender No.LPG/BULK/TT/IOC/TN/2018**

## PART – A: TECHNICAL/ COMMERCIAL BID

SR. NO.	DESCRIPTION
1	Notice Inviting Tender (NIT)
2	Pre –Qualification criteria (PQC)
3	Other documents to be submitted
4	General Instructions to Bidders
5	Tender Evaluation Criteria
6	Declaration by bidder in his/ her letter head (Check list of documents to be submitted)
7	Standard Tender Conditions
8	Special Tender Conditions
9	Standard Taxation condition under GST Law
10	Documents to be uploaded as per Annexures I-XIII
11	Transport Contract Agreement
12	Documents not to be uploaded as per Annexures W1-W4
13	Transport Discipline Guidelines (TDG) (attached separately)
14	Special Instructions to Bidders (SITB) (attached separately)
15	FAQ on Earnest Money Deposit (attached separately)
16	Price-Bid attached separately in Excel sheet
17	Age calculation of quoted vehicles attached separately in Excel sheet

### **ABBREVIATIONS**

<b>SR. NO.</b>	<b>ABBREVIATED TERMS</b>	<b>DESCRIPTION</b>
1	NIT	Notice Inviting Tender
2	PQC	Pre –Qualification criteria
3	TDG	Transport Discipline Guidelines
4	SITB	Special Instructions to Bidders
5	FAQ	Frequently Asked Questions
6	EMD	Earnest Money Deposit
7	SD	Security Deposit
8	IOC	Indian Oil Corporation Ltd.
9	BPC	Bharat Petroleum Corporation Ltd.
10	HPC	Hindustan Petroleum Corporation Ltd.
11	SUIS	Stand Up India Scheme
12	PESO	Petroleum Explosives and Safety Organization
13	CCoE	Chief Controller of Explosives
14	RFID	Radio Frequency Identification Data
15	FLP	Flame Proof
16	TT	Tank Truck
17	VTs	Vehicle Tracking System
18	POA	Power of Attorney
19	OMC	Oil Marketing Company
20	GVW	Gross Vehicle Weight
21	RLW	Registered Laden Weight
22	ULW	Un-Laden Weight
23	UAM	Udyog Adhaar Memorandum
24	EOI	Expression of Interest
25	VM	Visual Manifestation
26	NCR	National Capital Region

## **1-NOTICE INVITING e-TENDER (NIT)**

Marketing Division of Oil Marketing Companies, i.e. M/s IOC, M/s BPC & M/s HPC hereby invite digitally signed e-Tender in "**Two-Bid System**", (Part A: **Technical-Bid** with Commercial Terms and Part B: **Price-Bid**) from Company, partnership / proprietorship firm, Co-operative Society meeting the minimum PQC (pre-qualification criteria) for award of contract for Transportation of Bulk LPG by Road for a period of five years.

This Tender is floated for meeting the State wise requirement of TTs for three Oil Marketing Companies (IOC/BPC/HPC). The interested bidders have to quote rate for the Specified State and Company of their choice. Bidders have to meet the minimum Pre-Qualification Criteria(PQC) mentioned elsewhere in this Tender document for their participation. Bidders can quote ready own, attach & proposed trucks. Induction of TTs shall be as per evaluation criteria of the Tender mentioned elsewhere in this Tender document. Tender Schedule is given below:

### **I. TENDER SCHEDULE:**

1	Tender No	<b>LPG/BULK/TT/IOC/TN/2018</b>
2	Name of work	Bulk LPG Transportation Contract by Road for the State of Tamilnadu
3	Earnest Money Deposit (EMD)	<ol style="list-style-type: none"><li>1. For TT of capacity more than 7 MT : Rs.20,000/- per ready truck subject to a maximum of Rs. 2,00,000/- per contract.</li><li>2. For TT of capacity 7 MT : Rs.10,000 per ready truck subject to a maximum of Rs. 1,00,000/- per contract</li><li>3. For Proposed TT of capacity more than 7 MT : Rs.1,00,000 per truck</li><li>4. For Proposed TT of capacity 7 MT : Rs.50,000 per truck</li></ol> <p>Payment of EMD to be made as per the modalities detailed as under:</p> <p><b>For IOC :</b> Only online (Internet banking/NEFT) in e-portal for non-exempt parties.</p> <p>➤ <b>Online EMD payment through Net Banking or NEFT/RTGS</b></p> <p>For detail about process of payment of online EMD, bidders shall refer "<b>Special Instructions to the Bidder (SITB)</b>" and "<b>FAQs - Online EMD Facility in IOC e-Tendering</b>" documents attached separately along with the Tender.</p> <p><b>Offline EMD payment through BG (Bank Guarantee), Demand Draft (DD), Bankers Cheque (BC) and Swift Transfer shall not be accepted.</b></p>

		<p><b>Exemption from submission of EMD:</b></p> <p><b>A.</b> Parties registered with any of the following agencies/bodies as per Public Procurement Policy for Micro &amp; Small Enterprises (MSE) Order 2012 are exempted categories from payment of EMD provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on close date of Tender. Micro &amp; Small Enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid certificate as on close date of Tender are not eligible for exemption.</p> <ul style="list-style-type: none"> <li><b>i.</b> District Industries Centre(DIC)</li> <li><b>ii.</b> Khadi and Village Industries Commission(KVIC)</li> <li><b>iii.</b> Khadi and Village Industries Board</li> <li><b>iv.</b> Coir Board</li> <li><b>v.</b> National Small Industries Corporation(NSIC)</li> <li><b>vi.</b> Directorate of Handicraft and Handloom</li> <li><b>vii.</b> Udyog Aadhar Memorandum (UAM)</li> <li><b>viii.</b> Any other body specified by Ministry of MSE</li> </ul> <p>Note: Against UAM, copy of acknowledgement generated online shall be acceptable.</p> <p><b>B. SC/ ST bidders participating under the “Stand Up India” Scheme” of Govt. of India will also be exempted from payment of EMD.</b></p> <p>A copy of the EMD instrument or exemption certificate in case of exempted categories shall be uploaded along with clear scanned copies of required documents to substantiate the claim towards their credentials along with the Tender documents in the appropriate link.</p> <p>Exemption of EMD to SC/ST bidders participating under “Stand Up India Scheme” of GOI will be given subject to confirmation letter from Scheduled Commercial Banks for extending loan under Govt. of India’s Stand Up India Scheme.</p> <p><b>Tenderers participating without EMD or not submitting valid document for EMD exemption as specified above will be summarily rejected.</b></p>
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4	e-Tender website (Tender document will be downloaded from the respective sites as mentioned against the Corporation and also will be uploaded/ submitted in the same site)	<b>Oil Co.</b> IOC	<b>Website</b> <a href="https://iocletenders.gov.in/">https://iocletenders.gov.in/</a>
5	(a) Tender download Starts on	<b>23.01.2018 at 1500 hrs IST</b>	
	(b) Tender download Closes on	<b>09.03.2018 at 1400 hrs IST</b>	
	(c) Pre-bid meeting date and place	<b>06/02/2018 @ 1500 Hrs</b> at IOCL Region Office in Chennai	
	(d) Last Date and time for submission of completed E-Tender documents online	<b>12.03.2018 at 1400 hrs IST</b>	
6	Date of Opening of Technical Bid	<b>14.03.2018 at 1500 hrs IST</b>	
7	Verification of Documents submitted in the Tender with their Originals by the respective OMC.	1. For the trucks running presently with any of the OMCs within 30 days from the date of closing date of the Tender.  2. For other trucks not running presently with any of the OMCs : at the time of physical verification of trucks.	
8	Contact person	Sri S Pattabiraman, GM(LPG-S&D), SR, IOCL Contact No- 044-28339146 Mobile No.- 9444065743 Email id: <a href="mailto:spattabiraman@indianoil.in">spattabiraman@indianoil.in</a>	
9	Period of Contract	Total five years will be effective from 01.09.2018. The rates for the entire contract period shall be subject to escalation/de-escalation on a/c of HSD. Also there will be onetime escalation on the non-fuel component as detailed elsewhere in this Tender for the 4 <sup>th</sup> and 5 <sup>th</sup> year.	
10	Date of placement of vehicles for physical verification at respective location of Oil Companies, i.e. any of the LPG location of IOC/ BPC/ HPC.  Following tank trucks will be placed for physical verification:  ✓ New Tank Truck quoted in this Tender  ✓ Trucks not in operation in IOC/BPC/HPC after 31/12/2017	Trucks quoted for IOC/ BPC/HPC will be placed for physical verification at respective LPG location of IOC/ BPC/HPC respectively within 30 days from the date of closing date of the Tender.	
11	Trucks exempt from physical verification during credential bid verification	Trucks in operation with any of Oil Companies, i.e. IOC/BPC/HPC w.e.f. 01.01.2018. Bidders to furnish copy of invoice in respect of Trucks which are in operation in any of the Oil Companies of IOC/BPC/HPC.	
12	Expected date of start of contract	01.09.2018	
13	Validity of quoted rates	270 days from the date of opening of Tender, as per (6) above, unless extended by mutual consent in writing.	

14	Maximum Age of quoted tank trucks	The maximum age of any quoted tank truck should not exceed 14 years from the date of manufacturing as on the closing date of this Tender.
15	Names of the Independent External Monitors for this Tender	<ul style="list-style-type: none"> <li>• Dr Sanjiv Misra, IAS (Retd.)</li> <li>• Sh. V.S. Jain, Former Chairman, SAIL &amp; Former Member, PESB</li> <li>• Sh. B. P. Rao, Former CMD, BHEL</li> </ul>
16	Date of opening of Price-Bid	Will be intimated to the qualified bidders in technical bid in due course of time.

## II. SCOPE OF WORK:

This Tender is floated for specified State for three Oil Marketing Companies (IOC/BPC/HPC). The interested bidders have to quote rate for the State and Company of their choice. Bidders have to meet the minimum pre-qualification criteria of the Tender for their participation. Bidders can quote attach trucks and proposed trucks also, but induction of TTs shall be as per evaluation criteria of the Tender.

The TTs have to uplift product from any or all the sources of Bulk LPG for transportation of **Bulk LPG** by road in tank trucks, from loading locations to all Bottling Plants/Customers of IOC,BPC & HPC and also for stock transfer of Auto LPG from supply sources to Bottling plants during the contract period in the quoted State. However, in case of exigencies, trucks may be utilized to meet requirement of other States.

**This contract will be valid for a period of five years with effect from 01.09.2018. However, escalation/ de-escalation in rates mentioned elsewhere will be applicable.**

Company wise/ State wise

- Estimated / projected peak season monthly Bulk upliftment by Road during the Contract Period in MTs ,
- Based on the peak season monthly Bulk upliftment by Road, Estimated /projected TT requirement for the Contract Period, & estimated peak season monthly mileage per truck in RTKM for the Contract Period is given as under:

Name of State	Estimated Bulk Upliftment in MT	Estimated Number of TTs	Estimated Monthly mileage range per truck in KM
Tamilnadu	105131	1174	3500-4500

The quantities mentioned above are purely indicative and directional based on optimally linked sources of Bulk LPG for the plants in the State and are subject to changes based on various factors and circumstances.

**Trucks will be inducted as per evaluation criteria mentioned elsewhere in the tender document. TTs will be inducted based on financial implication to the Corporation. Accordingly, there will be no restriction on induction of 21MT or higher capacity TTs. For calculation purpose 1 no. 21 MT TT will be considered as 1.17 times of 18 MT TT. Similar ratio will also be maintained for other capacity of trucks. In case of decimal, the number will be rounded off to next whole number.**



In order to meet the specific requirements of small and less than 9 years/ 7 years old tank trucks, Corporations will follow the evaluation criteria specified under "Tender Evaluation" till these requirements are met.

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

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

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

The trucks to be inducted in this tender will be catering to the requirement of the bottling plants under the State. Contracting Corporation at their sole discretion may utilise the trucks offered for a particular State for transportation of product movement within the State or from any other State to bottling plants currently located as well as plants to be commissioned during the tenure of the contract in the same State. Contracting Corporation reserves the right to utilize / shift any TTs inducted in one State to any other State to meet its business needs in case of exigencies . In the event of shifting of such trucks to other State, prevailing L1 rates of other State would be paid.

In case of any new bottling plants coming up in any State during the contract period then already established L1 rates for that State for any OMC will be applicable.

In case, closure of any plants in any States , TTs attached to the State will be shifted to other States, where the same volume of the closed plant is getting shifted as per Corporation's decision and same will be binding on the bidders and rate of the L1 rates of the other state will be applicable.

### **III. DEFINITIONS :**

The following expressions used in the document shall have meaning indicated against each of these:

#### **1. TANK TRUCKS:**

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

#### **A. OWNED TRUCKS :**

For trucks offered in response to this Tender, to be considered as **owned**, trucks should be registered, in the case of:

- (a) Proprietorship firms / individuals - Proprietorship firms / individuals - in the name of the bidder and/or in the name of proprietorship firm.
- (b) Partnership / MSE registered firms, in the name of the firm or in the name of any of the partners / Directors. In the event the truck is registered in the name of partner / Director, the concerned partner / Director should give an affidavit for the use of the truck by the firm.
- (c) Company, in the name of the Company.
- (d) Co-operative society, in the name of the co-operative society or in the name of any of the members of the Society. In the event the truck is registered in the name of member of the society, the concerned member should give an affidavit as per format for the use of the truck by the Co-operative Society supported by certificate of membership of the society.

B. **ATTACHED TRUCKS :** - Trucks that are not in the name of bidder. However, bidders to upload Affidavit **(as per Annexure –V)** on a Non Judicial Stamp paper duly Notarized as defined in the Tender document. Attached Trucks not having the above Affidavit will not qualify in the Tender.

**Bidders quoting under Proposed category/ MSE category including MSE-SC/ST cannot offer attached trucks.**

Bidders quoting under SC/ST category only (not quoting under SUIS/ MSE –SC/ST) can offer attached trucks, but the attached trucks must belong to the person/firm under SC/ST only. (Refer Tender Evaluation Criteria).

Bidders can offer attached trucks in the ratio of **own: attach = 1 : 1** only i.e. bidders cannot offer attached trucks more than no. of offered owned trucks subject to fulfilling the other Tender conditions. Ratio of 1:1 to be maintained for each category of trucks quoted separately, i.e. Attached TT of 18MT capacity can be considered for 18MT of Owned TT only.

C. **PROPOSED TRUCKS :** These trucks may not be available with the bidders as on closing date of tender. Bidders may give their intent in offering proposed trucks in terms of number only (numeral 1, 2, & 3 etc.), which will only be considered by the Corporation in case the NIT requirement is not fulfilled as per tender evaluation criteria. **Proposed trucks will necessarily be owned by the bidders and to be registered in the same State for which tender has been floated. Bidders quoting for ready trucks cannot offer proposed trucks.** SC/ST bidders offering proposed trucks under the "Stand Up India Scheme(SUIS)" of Govt. of India must submit the confirmation letters from Scheduled Commercial Banks for extending loan under Govt. of India's Stand Up India Scheme. Such bidders under SUIS can offer a maximum of 3 proposed Trucks. However, all other bidders except those offering ready trucks are allowed to offer only one proposed truck. Induction of proposed trucks will be guided by tender evaluation criteria. Such bidders will be given a maximum time period of 120 days to place the tank trucks for physical verification at the respective Corporation's location from the date of placement of LOI. Further extension, if any, will be given as per merit of the case by producing documentary proof and to be decided by an empowered committee of the Corporation.

- D. **ADDITIONAL TRUCKS** : Trucks which are originally not offered by the bidder and subsequently offered when asked by the Corporation for fulfilling the NIT/ subsequent requirement during the contract period. Such requests of the Corporation shall be as per the ranking as defined in the Tender evaluation criteria. These trucks may be owned or attached. The bidder has to maintain the ratio of 1:1 (own: attach) for each category of trucks including additional trucks if any, offered during the contract period.

In this case, bidders who are now offering additional trucks should first deposit additional EMD by way of DD (off line payment for all the Corporations) @Rs.50,000/- truck within 10 days from the date of such offer. All such additional trucks should be presented for physical verification within 45 days from the date of such offer by respective Oil Companies, i.e. IOC/BPC/HPC, failing which the EMD deposited for such additional trucks will be forfeited.

## 2. **BIDDERS:**

Offers may be submitted by:

- i. Proprietorship firms / Individuals who are Indian citizens, who have attained the age of majority or
- ii. Registered Partnership firm consisting of Indian citizens; or
- iii. Registered Co-operative society of which all the members are Indian citizens; or
- iv. Company duly registered under the Companies Act, 1956 provided they comply with the conditions contained hereinafter.

The above constitution of bidders should be valid as on closing date of Tender. Un-registered Partnership firms / Co-operative Societies / Company as on closing date of Tender will be rejected.

## IV. **CONDITIONS GOVERNING THE OFFER OF TRUCKS:**

There will be two types of bidders, who will be allowed to participate in the tender:

- i. **Bidders offering ready trucks as on closing date of tender: Bidders will offer trucks as well as submit the price bid.**

A bidder can offer any number of "Owned trucks" in this Tender. Additionally, the bidder can offer "Attached trucks" also. However, the parties offering combination of one or more categories of trucks mentioned above shall satisfy the following conditions:

- a. **Such bidder shall quote at least one Owned truck as on the closing date of Tender.**
- b. Further, if the bidder so desires, can offer attached trucks. In case a bidder offers attached trucks along with the owned trucks, then the maximum number of such attached trucks that can be offered should be in the ratio of 1:1 only for each category, i.e. for every 1 owned truck of a particular capacity, 1 attached truck of same capacity can be offered. An Affidavit for all such attached trucks should be uploaded as per **Annexure-V**.

- c. In case bidders have offered trucks more than the restrictions mentioned under any category above, such excess trucks shall not be considered for further evaluation of the Tender. For e.g. if a party is having one owned truck and have offered three attached trucks, only one attached truck of youngest age or higher model shall be considered for evaluation (e.g. 2016 model is higher than 2015 and 2014 models; model means manufacturing year of the truck).
- d. Age of the quoted truck shall not exceed the limit as specified in 'NIT' (Notice Inviting Tender) as on the closing date of Tender submission from the date of manufacturing as mentioned in RC book.
- e. In case any truck quoted by the bidders is found to be more than maximum age specified in NIT as on closing date of the Tender from the date of manufacturing, then such truck will be rejected.

**ii. Bidders offering proposed trucks: Bidders will place trucks on issuance of LOI within stipulated time period. The technical bids of such bidders may or may not get rejected as per the individual OMC's process requirement as they will be offered the established L1 rates and will be considered for further evaluation on L1 rates only.**

SC/ST bidders quoting under "Stand Up India Scheme" of Govt. of India will be allowed to propose a maximum of 3 trucks per bidder. However, all other bidders except those offering ready trucks are allowed to offer only one proposed truck.

- a. Since the finalized L1 rates will be applicable to the bidders offering proposed trucks, it is not mandatory for such bidders to submit price-bid. However, in the event of system requirement of any of the OMCs for offering price-bid then quoted rates will not be considered and they will be offered the established L1 rates only. Further evaluation of these bidders will be undertaken as per "tender evaluation criteria" mentioned elsewhere in the tender document.
- b. All such bidders will give an undertaking that they have not quoted against owned attached trucks.
- c. Offer from SC/ST bidders quoting under "Stand Up India Scheme" will be considered subject to confirmation letter from Scheduled Commercial Banks for extending loan under Govt. of India's Stand Up India Scheme.
- d. All the proposed trucks should be owned by the bidders and no attached truck will be allowed under this category.
- e. These bidders will be offered the established L1 rate for the respective State.
- f. They will be given a time period of a maximum 120 days to place the trucks for physical verification from the date of placement of LOI. Further extension, if any, will be given as per merit of the case by producing documentary proof and as decided by an empowered committee of the Corporation.

**V. Cluster of States:**

1. West Bengal, Odisha, Bihar and Jharkhand will be treated under one cluster
2. J&K, Uttar Pradesh, Haryana, Punjab & Chandigarh, Himachal Pradesh, Uttarakhand, Delhi & Rajasthan will be treated under one cluster.
3. Tamil Nadu, Andhra Pradesh, Karnataka, Kerala, Telangana & Puducherry will be treated under one cluster.
4. Madhya Pradesh, Chhattisgarh, Maharashtra, Gujarat, Daman & Diu and Dadra and Nagar Haveli & Goa will be treated under one cluster.
5. Assam & Meghalaya, Tripura, Manipur, Nagaland, Arunachal Pradesh and Mizoram will be treated under one cluster.

**VI. Rates to be Quoted:**

Bidders will have to quote their rates in the price bid, only within the rate band mentioned. Any bidders quoting rates outside the band, their bids will be summarily rejected. Bidders found not quoting in any of the item for a particular category of tank truck in the BOQ will be rejected.

e.g. Bidders need to quote for all the items for a 18MT TT or 21MT TT etc.

Floor Price: Lowest rate of the price band.

Ceiling Price: Highest rate of the price band.

(NAME OF THE OFFICER INVITING TENDER)  
DESIGNATION

## **2- PRE-QUALIFICATION CRITERIA (PQC):**

### **I. Bidders offering ready trucks:**

Bidders must offer at least one own Bulk LPG TT on the closing date of tender.

Such Bidders must submit following documents as minimum pre-qualifying criteria for this Tender. All such documents must be valid as on the closing date of Tender:

<b>Sr. No.</b>	<b>Criteria</b>	<b>PQC Document to be uploaded</b>
i.	Truck Ownership: Owned / Attached trucks	For Owned/ Attached trucks: Self attested copy of RC Book. In addition, for attached trucks, affidavit as per pro-forma (Annexure-V) is mandatory.
ii.	Age of offered trucks	Age of the quoted truck shall not exceed the limit as specified in 'NIT' (Notice Inviting Tender) as on the closing date of Tender submission from the date of manufacturing as mentioned in RC book.
iii.	PSEO license	Valid license from Petroleum Explosives Safety Organisation (PESO) as on closing date of Tender for carrying LPG.

### **Details of PQC documents:**

#### **1. OWNERSHIP:**

The Bidder should upload the self-attested copies of RC books of all offered trucks (owned + attached) of capacity as defined in the scope of work above, out of which the bidder must OWN at least ONE truck in their name. If the bidder does not have minimum one OWN truck, then the bid of such bidder will not be considered.

Bidders are strictly advised to quote for Trucks complying the MV Act. The quoted trucks must comply the no. of axles and rated Gross Vehicle Weight (GVW) as per statutes, i.e. 2 axle vehicle (two axle tractor tandem axle trailer tractor) must have maximum GVW of 35200 kg and 3 axle (two axle tractor three axle trailer tractor) must have maximum GVW of 40200 kg. Rated GVWs will be similarly followed for other axles of vehicles. No. of axles and rated GVW mentioned in RC book must match physically, else such trucks will be rejected. Any changes in GVW and no. of axles in a vehicle must be carried out before closing date of the Tender duly amended in the RC book, else such vehicles shall be rejected.

**Corporation's decision in this respect will be final and binding on all bidders.**

#### **AFFIDAVIT FOR ATTACHED TRUCKS OFFERED (IF ANY):**

Bidders to upload Affidavit as per **Annexure-V** on a Non Judicial Stamp paper duly Notarized and signed. Attached Trucks not having the said Affidavit undertaking will not qualify in the Tender.

## 2. AGE OF OFFERED TRUCKS:

Age of the quoted truck(s) shall not exceed the limit as specified in 'NIT' (Notice Inviting Tender) as on the closing date of Tender submission from the date of manufacturing as mentioned in RC book. In case only year of manufacturing is mentioned in the RC book, the age would be reckoned from 1st January of the year of manufacturing. In case both month and year of manufacturing is mentioned in the RC book, the age would be reckoned from 1st day of the month of manufacturing.

If manufacturing date is not mentioned in RC book then the date will be established from the copy of original invoice of quoted trucks. In case Original Sale Invoice is not available, then the date of manufacturing will be established from the copy of Certificate issued by Manufacturer. In case the manufacturing date cannot be established from any of the documents then the relevant quoted truck will be rejected.

3. PESO LICENSE: Trucks quoted must have valid PESO licenses (Explosive license from the Petroleum Explosive and Safety Organisation authority) as on closing date of Tender. The difference in RLW and ULW in RC Book should not be less than the license capacity of the truck declared by PESO. Also RLW mentioned in PESO license must not be greater than the RLW mentioned in RC Book.

## II. Bidders offering proposed trucks:

Sr. No.	Criteria	PQC Document to be uploaded
i	Proposed trucks	(i) SC/ST bidders under the "Stand Up India Scheme(SUIS)" of Govt. of India must submit the confirmation letters from Scheduled Commercial Banks for extending loan under Govt. of India's Stand Up India Scheme (ii) No PQC document to be uploaded by other bidders

### Note:

- However mere submission of the relevant information and meeting the qualifying criteria would not entitle the Bidder for technical qualification. In the event document/information submitted by the Bidder is found to be incorrect and which might have affected the Tender evaluation then the contract with such Bidder shall be terminated at any stage and EMD or SD submitted shall be forfeited. Such Bidder may also be blacklisted/ put on Holiday List by IOC/ BPC/HPC.
- Notwithstanding any other condition/ provision in the Tender documents, in case of ambiguity or incomplete documents pertaining to PQC, bidders shall be given only one opportunity with a fixed reasonable deadline after bid opening to provide complete & unambiguous documents in support of meeting the PQ criteria through e-portal. In case the bidder fails to submit any documents or submits incomplete documents within the given time, the bidders Tender will be rejected.

Bidders offering proposed trucks and if found successful in getting LOI will be placed work order subject to submission of following documents within stipulated period as mentioned elsewhere in the tender:

- Valid RC Book
- Valid PESO License

### **3- OTHER MANDATORY DOCUMENTS TO BE SUBMITTED BY THE BIDDERS PARTICIPATING IN THE TENDER:**

i.	Copy of PAN card: Bidder should have PAN Number (self attested copy of PAN card to be uploaded). PAN card should be in the name of Proprietor or the Firm participating in the Tender.
ii.	Statement of credentials as per Annexure-I to be uploaded.
iii.	Statement of particulars of trucks offered as per Annexure-II of Technical Bid to be uploaded in relevant worksheet of excel file / pdf file.
iv.	Undertaking: Undertaking duly signed and stamped on bidder's Letter Head as per Annexure-III.
v.	Category of bidder declaration as per Annexure-IV
vi.	Affidavit for attached trucks offered (if any) as per Annexure-V duly notarized and signed.
vii.	Undertaking for trucks offered as per Annexure-VI
viii.	Details of relationship ( Part A, B, C & D) duly filled-in as per Annexure-VII
ix.	Copy of SC/ST certificate duly issued by competent authority as per Annexure-VIII or any other format by the competent authority to be submitted by bidders, i.e. Proprietor/All Partners/Directors. General category shall mention "not applicable" in the check list.
x.	Copy of registration certificate from Registrar of Firm to establish the registered partnership firm enclosing all annexure wherein names of all the partners of the said partnership firm are mentioned or Certificate of Incorporation (wherever applicable).
xi.	Notarized copy of irrevocable Power of Attorney meeting the law of land , if applicable as per Annexure- IX or any other format
xii.	Proforma for confirmation on applicability of "Micro & Small Enterprises Development Act, 2012 (MSE Act 2012)" including certificate issued as per Annexure –X
xiii.	Copy of one invoice from IOC/BPC/HPC duly self attested for the Period on or after 01.01.2018 as proof of Tank Truck in use
xiv.	Declaration by bidder regarding Blacklisting / holiday-listing as per Annexure-XI duly signed.
xv.	Agreement for Integrity Pact of the Contracting company as per Annexure -XII duly signed on all pages (if applicable based on Tender value).
xvi.	Bank details as per Annexure-XIII
xvii.	Copy of original invoice of quoted trucks or a letter from the original manufacturer showing details of chassis no. & engine no. to be furnished. In case Original Sale Invoice is not available then Certificate issued by Manufacturers is to be submitted during physical verification of documents.
xviii.	Copy of PESO Approved tank drawing duly signed and stamped.

#### **Important Note:**

1. Bidders offering proposed trucks need not to submit / upload documents mentioned under (vi), (vii), (xii), (xiii), (xvii) & (xviii) as per above table. Bidders offering proposed trucks will have to submit an undertaking that they have not quoted for ready or attached trucks.
2. SC/ST bidders under SUIIS will upload confirmation letter from Scheduled Commercial Banks for extending loan under Govt. of India's Stand Up India Scheme.



3. The bidders shall fill the details of ownership of Trucks, Age, RTO Registration, etc. as per Annexure-II. Originals of all such documents will be verified at the respective location of Corporation during physical verification of all quoted vehicles (new as well as existing TTs already in operation). Further evaluation of trucks by Tender Evaluation Committee will be done based on the feedback thru email from the location-in-charge of the concerned location of Corporation.
4. Notwithstanding any other condition/ provision in the Tender documents, in case of ambiguity or incomplete documents pertaining to other mandatory documents, bidders shall be given only one opportunity with a fixed reasonable deadline after bid opening to provide complete & unambiguous documents in support of meeting the criteria through e-portal. In case the bidder fails to submit any documents or submits incomplete documents within the given time, the bidders Tender will be rejected.
5. After scrutiny of the Technical Bids, the eligible Bidders who meet all Technical requirements shall be notified regarding the date and time for opening the price bid.
6. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will duly sign the Integrity Pact Agreement which is an integral part of Tender Documents and submit the same, failing which the Tender/bidder will stand disqualified from the Tendering process and the bid of the Tender would be summarily rejected.
7. Authenticated means self-attested. In case at a later stage, during verification of Original of these self attested documents, any discrepancy is observed, the Tender will be rejected. POA holder should have digital signature in his name.
8. Tenderers shall indemnify the Corporations from any fraudulent declaration and consequences of the same.

#### **4-GENERAL INSTRUCTIONS TO BIDDERS (GITB)**

1. The Tender document could be downloaded from website <https://iocletenders.gov.in> / free of cost using the bidder's digital signature and registered user ID. Tender document will not be available for purchase from any of our offices of IOC, BPC and HPC. Technical Bid and Price Bid to be submitted online only. The Tender document and requisite supportive document of Tender should be submitted through online only. Tenders received without the requisite EMD will be summarily rejected. Offer of the bidders not adhering to procedure prescribed in the Tender document are liable to be rejected.
2. Separate set of Tender documents are to be used for each Tender, i.e., separately for IOC/BPC/HPC for each State. Bidders interested in participating in more than one Company in any State can not quote the same tank truck in more than one Tender. The bidders interested to participate in more than one Tender have to download separately for each State of the intended Corporation and to upload the same Tender documents under the concerned State of the concerned Corporation for whose State they are intending to quote.
3. The Corporations reserve the right to reject any or all the Tenders or to withdraw /modify this Tender without assigning any reason thereof. Submission of bids against this Tender or acceptance of the offer against this Tender will be without prejudice to any existing Bulk LPG transportation contracts between the concerned bidders and the Corporations.
4. Conditional and/or incomplete Tenders are liable to be rejected.
5. **VALIDITY:** Bidders who are willing to accept our Tender condition stated in this Tender should only quote for this Tender. Rates quoted would remain valid for 270 days from the date of opening of Tender unless extended by mutual consent in writing.
6. Firms having Partners /Directors / Proprietor who has been convicted in criminal cases or blacklisted or facing following Actions by any of the PSU Oil Companies are not eligible to submit their offers:
  - i. Termination of Contract
  - ii. Withdrawal of LOI / Work Order, have been taken for malpractices while undertaking transportation job
7. Bidder is advised to refrain from submitting any false, forged documents during the entire Tendering / later process, the penalty for which shall be termination of contract / holiday listing of Bidder at any stage and EMD or SD submitted shall be forfeited.
8. During evaluation of technical bids or price – bids of the bidders participated in the Tender, if it is found that any bidder is Blacklisted / holiday listed by Corporation or MoP&NG, then bid of such bidders will be out-rightly rejected.
9. The quality of works and timely execution is of paramount importance and under no circumstances these shall be allowed to be diluted.
10. Bidder is also advised to go through the Tender documents carefully and understand these completely before quoting.
11. The estimated volumes are only directional and the successful bidders cannot claim it as their right. The quantities can increase or decrease at the sole discretion of IOC/BPC/HPC. Payments will be made based on actuals.

12. **Price Bid is to be uploaded online only in the excel file format in respective Corporation's E-TENDER website. No scan copy of price bid document is acceptable and in case any party submitting the price bid other than through on-line in excel file provided for the purpose, then such Tender will be summarily rejected. Bidders offering proposed trucks are not required to submit the price bid.**

13. Negotiations with the bidders will not be conducted as a matter of routine. However, Corporation reserves the right to conduct negotiations. Whether to use term Commercial discussion in place of negotiation

14. **Pre- Bid Meeting:**

Subsequent to opening of bids, Corporation will not entertain clarifications. Therefore, clarifications, if any, may be sought by the bidders during the pre-bid meeting. **Pre- Bid** meeting is scheduled as given in [Tender Schedule](#) under Notice Inviting Tender (NIT).

All prospective Bidders are requested to attend the **Pre-Bid** meeting .

15. [Industry Transport Discipline Guidelines](#) shall form a part and parcel of this Tender document as well as contract agreement.

16. **Verification of Original Documents:**

Bidders through their authorized representatives should submit the following original documents for verification / submission at the LPG location of the respective OMC during physical verification of the vehicles failing which the defaulting bidder's bid shall be rejected and entire EMD forfeited:

Sr No	Document	Original submission	Original verification
1	RC Book, Insurance, Copy of Original Invoice/ Certificate by manufacturer (in respect of trucks where manufacturing date is not mentioned in RC book)	_____	Yes
2	Affidavits for attached trucks (as per Annexure V), if any	Yes	_____
3	Undertaking for trucks offered as per Annexure VI, if any	Yes	_____
4	Certificate of SC / ST as per Annexure VIII or any other format	_____	Yes
5	Partner-ship deed, if any	_____	Yes
6	Power of Attorney as per Annexure IX or any other format	_____	Yes
8	Duly signed Agreement for Integrity Pact as per Annexure XII	Yes	_____
9	Bank Details as per Annexure XIII	Yes	_____

17. Technical bids shall be opened on the due date and time.

18. After scrutiny of the Technical Bids, the eligible Bidders who meet all technical requirements shall be notified regarding the date and time for opening the price bid through e-portal.

19. **Government Guidelines:**

IOC/BPC/HPC will be at liberty to follow any guidelines issued by the Ministry of Petroleum & Natural Gas, Government of India for award of any contract to any bidder including bidders belonging to the Scheduled Caste and Scheduled Tribe category and MSE category.

20. **No Guarantee for Minimum/Maximum utilization of trucks:**

The schedule of dispatches shall be decided as per the monthly source wise allocation and Corporation does not give any guarantee for utilization of any trucks either for:

- (a) Minimum number of days per month
- (b) Minimum mileage for each truck
- (c) Route in which the truck will be utilized

And for such reasons, the bidder cannot claim that his/their trucks should be utilized for:

- (i) Certain minimum number of days per month
- (ii) Certain minimum mileage per truck
- (iii) On a particular route.

The bidder will not be entitled to demand any idling charges or minimum turn over charges or any other loss or damage of whatsoever nature against the Corporation of non-utilization of the said trucks wholly or in part.

28. Bidder has to submit signed copy of Integrity Pact (IP) Agreement during Tender submission.

## **5- TENDER EVALUATION CRITERIA**

1. This e-Tender is floated in two-bid system i.e. technical bid & price bid. Technical bid will be first opened on scheduled date and will be evaluated as per the terms and conditions of the Tender. Price bids of the bidders, who have qualified in technical bid based on above evaluation by the Corporation, will be opened on a notified date.
2. Separate ranking, evaluation and induction will be maintained for 7MT & 12MT for North-Eastern States for IOC and for 12 MT/ 15 MT TTs for HPC/BPC for Jammu & Kashmir. For other States including North-Eastern States of IOC, separate evaluation will be made for TTs having capacity 18 MT or less and TTs having 21 MT capacity or more.
3. For each bidder, if ratio of quoted attached to owned trucks exceeds 1:1, then the highest model attached trucks will only be considered and balance old attached trucks will be rejected to bring the ratio down to 1:1.
4. **State Registered TTs would be given preference over other State registered TTs subject to their quoting bids at floor rates. This preferential induction of State registered TTs would, however, be limited to the requirement of particular State for only those transporters whose bids are received at floor rates.**
5. **Ranking Procedure:** L1, L2, L3 ... etc. shall be decided on Net landed cost to IOC/BPC/HPC quoted in the Price Bid and shall be tabulated in ascending order to determine ranking of each bidder.
  - a. In case, same rates are quoted by more than one bidder, then for each such rate, such bidders shall be considered for further ranking (L1/A, L1/B, L1/C etc.) on the basis of ascending order of **average age of the qualified owned trucks** quoted by them in terms of number of days. For this purpose, the data given by the bidder in the excel file shall be verified against the documents uploaded by the bidder to establish the manufacturing date of each truck. This verified data shall form the basis for establishing the age of each truck and will be used for further ranking. Para 2 under Pre-Qualification Criteria to be read to arrive at the age of the qualified truck.
  - b. In case average age of the qualified owned trucks is same for multiple bidders, then further ranking in ascending order will be based on the average age of number of qualified total trucks, i.e. owned and attached trucks considered together by each such bidders.
  - c. In case average age of the qualified total trucks is same then further ranking in ascending order will be based on total number of trucks quoted by the bidders followed by total number of own trucks in that order, in case to break the tie and arrive at ranking of bidders. Such further ranking based on total number of trucks will be done in descending order, i.e. the party having more number of total trucks will rank higher.
  - d. In case of NIL response/ offers for Proposed trucks only are received for the tender then lowest of the price band shall be offered to the bidders of Proposed trucks followed by bidders from the cluster of states.

The above ranking of bidders will be utilized for further Tender evaluation.

6. Ranking in case of Proposed trucks: There will be no ranking in case of these bidders as they will not offer any trucks. However, their acceptance of offer will be guided as per tender evaluation criteria mentioned in this section.

**7. Negotiations :** Oil Marketing Companies reserve the right to:

- a) Negotiate with L1 Bidders (lowest quote): If the rates quoted by L-1 bidder(s) are at the lowest of the rate band, there will not be any negotiations with such bidder(s).
- b) However, if the quoted rates of L1 bidder(s) (lowest quoted) are more than the lowest of the rate band, then Corporation will negotiate with such L1 bidder(s) as per the ranking procedure mentioned above to establish the lowest rate.
- c) After establishing the lowest rate, if requirement of Trucks is not met from established L1 bidders and bidders offering proposed trucks, Corporation will offer the established L1 rate to other bidders in order of their ranking for their acceptance. The above process shall continue till requirement of the trucks is fully met against this Tender.
- d) If any bidder does not respond to the above exercise of negotiation / rate matching within the date and time given in order of their ranking, such bidder may lose their chance and opportunity shall be extended to the next bidder as per the ranking.
- e) No bidder shall be allowed to counter offer rates lower than the negotiated L1 rate in any category. Any such offer shall be rejected.
- f) At any stage of Tender process, any offer received from the bidder without being asked by the Corporation shall be treated as unsolicited offer from bidder and same shall be rejected summarily. Similarly, any offer received after due date and time stipulated by Corporation, shall not be considered.
- g) Only the proprietors or partners of the firm or directors of the company or members of the managing committee of the society or the representative of the firm, company or society duly authorized in writing by the proprietor or partners or directors or secretary of the Co-operative society, as the case may be with full authority to negotiate and to make commitment on behalf of the proprietor or firm or company or society should attend such negotiations. In case of Power of Attorney (POA) holder, no authorized representative but the original POA holder will be allowed for carrying out the negotiation.
- h) The proprietor or partners or directors or secretary of the society or the authorized representative as the case may be should carry proof of identity, authorization letter with signature of representative duly attested by the bidder who has signed/ digitally signed the bid, printed letterheads and rubber stamp of the firm while attending such negotiations so that the terms agreed can be recorded by them in writing for submission to IOC/BPC/HPC.
- i) A bidder / their Authorized representative cannot represent other bidders for the negotiation/ discussions.
- j) A bidder can be present himself/herself or can have only one authorized representative.

- 8. A. Procurement as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 (Policy) :**
- i. Subject to other terms and conditions stated in this Tender document including but not limiting to the pre-qualification criteria, Twenty per cent (20%) of requirement is earmarked for Micro and Small Enterprises (MSE).
  - ii. Out of the above 20 percent, a sub-target of 20 per cent (i.e. 20 percent out of 20 percent, which is 4%) is earmarked for Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs.
  - iii. In the event of failure of such Micro and Small Enterprises to participate in Tender process or meet Tender requirements and L1 price, 4 per cent sub target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Cast or Schedule Tribe entrepreneurs shall be met from other Micro and Small Enterprises.
  - iv. Micro and Small Enterprises quoting price within rate band, then they will be allowed to carry out the work by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises will be allowed to carry out the work upto 20 percent of requirement.
  - v. In case of more than one such Micro and Small Enterprises, the work shall be shared proportionately.
  - vi. Micro and Small Enterprises will be exempted from payment of Earnest Money deposit.
  - vii. The above provisions shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro & Small and Medium Enterprises.
  - viii. Necessary certificate issued by Authorized body under the Ministry of Micro, Small & Medium Enterprises shall be valid as on the date of opening of the technical bid. All the technical specifications / techno commercial terms and conditions and the pre qualification criteria are also to be fulfilled by the MSEs.
- B. Bidders having MSE registration and having received the relevant registration like Entrepreneurs Memorandum Number Part II (EM II) etc. / Udyog Aadhar No. will be considered for qualifying under MSE category. This document may be verified from the respective Website / Department / Issuing authority for the authenticity by Corporation and invalid document may lead to disqualification of the bidder from the Tender. Furnishing of incorrect information may lead to disqualification.
- C. Bidders under MSE shall necessarily submit their MSE certificate.
- D. Bidders quoting under MSE should be careful of above mentioned condition, failure of which respective Contracting Corporation will not be held responsible for rejection of Tenders of any bidders.
- E. No attached trucks are allowed under MSE category.

## **9. RESERVATION:**

- a. The provision of reservation is 15% (fifteen percent) & 7.5 % (seven and a half percent) for Scheduled Castes and Scheduled Tribes respectively for this Tender and the unfulfilled reserved numbers from the previous Tender for Scheduled castes and scheduled tribes.
  - b. The members of SC/ST desirous of operating the trucks will have to participate in the Tenders floated by the Corporation. The SC/ST bidder/s operating under
    - i. Proprietorship- The proprietor should be of SC/ST and caste certificate should be enclosed.
    - ii. Partnership firm- All partners should be of SC/ST as the case may be and caste certificate should be enclosed for all the partners.
    - iii. Private Ltd. Co. – All Promoters/ Directors of the firm should be of SC/ST as the case may be and caste certificate should be enclosed for all the promoters/ directors.
    - iv. Cooperative Society- Certificate issued by the registrar of co-operative societies mentioning the registration category (SC/ST) of the society should be enclosed.
  - c. In the event of any party failing to submit the caste certificate as detailed above along with the Technical Bid, the bid will be treated as a General Category bid.
  - d. The registered owner/s of the trucks (owned and attached) offered by the SC or ST bidder/s must also belong to the same category, either SC or ST, as the case may be. In other words, if the bidder offers trucks under SC category, all the registered owners of the trucks offered against the bid must also belong to SC.
  - e. If any of the attached trucks offered do not belong to a member of the category concerned, i.e. SC or ST, as the case may be, such trucks will be rejected and EMD against such trucks will be refunded after finalization of Tender.
  - f. The SC/ST members should fulfill all Tender conditions, and will not be eligible for any price preference or relaxation of standards.
  - g. SC/ST bidders can offer attached trucks provided such trucks also belong to same category.
  - h. SC/ST bidders may offer additional trucks, which will only be considered in case NIT requirement is not fulfilled as per evaluation criteria and subject to meeting the criteria/ requirement for SC/ST.
  - i. If adequate number of trucks offered by SC/ST candidates are not available in any particular year of Tender, the unfilled quota may be allotted to the General category in that year of Tender. However, the unfilled quota may be carried forward to the next Tender.
10. Reservation under MSE and SC/ST will only be extended subject to the bidders under MSE and SC/ST quote / match the L1 rates. Not fulfilling the aforesaid condition, bidders under MSE and SC/ST will be treated as general bidders for the purpose of allocation.



## 11. Evaluation of bidders under MSE & MSE - SC/ST:

- a. All MSE bidders will quote 'Own' category trucks only.
- b. Requirement of trucks for bidders under MSE category shall be limited to 20% as per Govt. guidelines and 20% out of this 20%, i.e. 4% of total shall be allocated to MSE SC/ST.
- c. Allocation of trucks will be made to the qualified bidders under the category provided such bidders **quote at Floor rates OR accept finalized L1 rates.**
- d. State Registered TTs would be given preference over other State registered TTs subject to their quoting bids at floor rates. This preferential induction of State registered TTs would however be limited to the requirement of particular State for only those transporters whose bids are received at floor rates.
- e. **In case, number of bidders under MSE is less than the requirement of Trucks in MSE category and qualified trucks under MSE is more than the requirement, then one truck of latest model will be allocated to each MSE bidders.** Balance trucks under MSE will be allocated on proportionate basis as under:

e.g. let us assume, total qualified trucks is X under MSE category and requirement as per guidelines of 20% is Y, no. of bidders is 3 (a1 , a2 , a3 ), quoted trucks by bidders a1 , a2 and a3 is X1 , X2 and X3 respectively, then allocation of trucks will be :

First 1 truck of lowest age / latest model will be allocated to each bidder. Balance requirement will be allocated on proportionate basis

$$\text{For } a1 = (X1-1 / X-3) * (Y-3)$$

$$\text{For } a2 = (X2-1 / X-3) * (Y-3)$$

$$\text{For } a3 = (X3-1 / X-3) * (Y-3)$$

(Trucks will be allocated upto next whole number in case of decimal, i.e. greater or equal to 0.5 is 1 and less than 0.5 is zero. Decimals will be rounded upto tenth place to arrive at more or less than 0.5. In case of further shortfall, i.e. trucks arrived above falls short of the requirement as per MSE then the formula stated above for allocation will be repeated till the number of trucks reserved under MSE get allocated).

Balance trucks quoted by the MSE bidders, if left out will be considered for allocation as per the original ranking of evaluation criteria of the tender and at par with other bidders.

- f. If the number of Trucks qualified under MSE category is less than the reserved no. of 20%, then all such trucks will be considered for allocation.
- g. If number of bidders is more than the number of Trucks reserved for the MSE category and it is not possible to allocate even one Truck to each bidder, then one Truck of latest model, i.e. lowest age will be allocated to bidders under MSE category as per para till the reserve quota is fulfilled. Balance trucks, left out will be considered for allocation as per the original ranking and at par with other bidders.

e.g. In the event of more number of bidders than number of trucks required then the youngest age of the truck of each Bidder will be considered for evaluation till the reserve quota is fulfilled.

- h. In case SC/ST bidders quoting under MSE category and fulfilling the condition as per (d) above then allocation will be made as per (e), (f), & (g) above depending on the situation. Balance trucks, left out will be considered for allocation as per the original ranking and at par with other SC/ST bidders.
- i. In case requirement of 4% of trucks is not met from the SC/ST category under MSE, then the balance trucks under MSE-SC/ST will be considered from other MSE parties.
- j. In case requirement of 20% is not met from the bidders under MSE category, the unfulfilled requirement of trucks will be allocated to the general category bidders.

## **12.Evaluation of bidders under SC/ST:**

- a. As per Govt. guidelines, there is a reservation of 15 % for SC & 7.5 % for ST category. Requirement of trucks for bidders under SC/ST category shall be limited to the aforesaid number as per Govt. guidelines provided such bidders **quote at Floor rates/ L1 rates or accept finalized L1 rates.**
- b. State Registered TTs would be given preference over other State registered TTs subject to their quoting bids at floor rates. This preferential induction of State registered TTs would however be limited to the requirement of particular State for only those transporters whose bids are received at floor rates.
- c. If the no. of Trucks qualified under SC/ST category is less than the reserved number, then all the qualified trucks will be considered for allocation.
- d. If the number of Trucks qualified under SC/ST category is more than the reserved number, then allocation of trucks will be as under:

### **i. Bidders quoting at Floor rates:**

- 1. All owned and attached trucks registered under same State will be listed separately as per ascending order of their age.
- 2. All owned trucks, as listed above, will be considered for allocation first as per age, i.e. latest model will be considered first.
- 3. If the requirement is not fulfilled from owned trucks then balance requirement will be fulfilled from attached trucks as per age limiting the ratio of own to attach as 1:1.
- 4. In case of shortfall based on allocation from State specific registered trucks, further allocation will be made to the proposed trucks offered by the respective SC/ST bidders.
- 5. In case of more number of offered proposed trucks then at least one truck will be allocated to bidders offering proposed trucks followed by allocating trucks on proportionate basis. In case it is not possible to allocate trucks on proportionate basis then balance trucks will be allocated through draw of lots.
- 6. In case it is not possible to allocate even one truck to any bidder then trucks will be allocated through draw of lots.
- 7. Further shortfall in trucks will be met from bidders offering ready trucks registered in other State quoted at floor rate and the evaluation will be made as per the condition from (1) to (3) as mentioned above.

8. Further shortfall will be met from the balance SC/ST bidders in the order of their financial ranking subject to accepting the Floor price. In case of multiple bidders in the same financial ranking then further sub- ranking of bidders will be followed as per **"Ranking Procedure"** mentioned in clause- 5 above for fulfilling balance requirement.
9. In case requirement of trucks is not met from the bidders under SC/ST category, the unfulfilled requirement of trucks will be allocated to the general category bidders.

**ii. Bidders quoting at other than Floor rates :**

1. SC/ST bidders quoted at L1 rates, will be further sub-ranked as per **"Ranking Procedure"** mentioned in clause- 5 for induction of trucks subject to accepting finalized L1 rates.
2. In case of shortfall, further allocation will be made to the proposed trucks offered by the respective SC/ST bidders subject to accepting finalized L1 rates.
3. In case of more number of offered proposed trucks then at least one truck will be allocated to bidders offering proposed trucks followed by allocating trucks on proportionate basis. In case it is not possible to allocate trucks on proportionate basis then balance trucks will be allocated through draw of lots.
4. In case it is not possible to allocate even one truck to any bidder then trucks will be allocated through draw of lots.
5. Further shortfall will be met from the balance SC/ST bidders in the order of their financial ranking subject to accepting the finalized L1 rates. In case of multiple bidders in the same financial ranking then further sub- ranking of bidders will be followed as per **"Ranking Procedure"** mentioned in clause- 5 above for fulfilling balance requirement.
6. In case requirement of trucks is not met from the bidders under SC/ST category, the unfulfilled requirement of trucks will be allocated to the general category bidders.

**13. Allocation of balance tank trucks (Un-reserved category):**

**Evaluation of Tenders will be as mentioned hereunder depending on the rates quoted:**

**I. In case bidders quote at Floor Rate:**

1. All owned and attached trucks registered under same State will be listed separately as per ascending order of their age.
2. All owned trucks, as listed above, will be considered for allocation first as per age, i.e. latest model will be considered first.
3. If the requirement is not fulfilled from owned trucks then balance requirement will be fulfilled from attached trucks as per age limiting the ratio of own to attach as 1:1.

4. In case of shortfall based on allocation from State specific registered trucks, further allocation will be made to the proposed trucks. In case it is not possible to allocate even one truck to any bidder then trucks will be allocated through draw of lots.
5. Further shortfall in trucks will be met from bidders offering ready trucks registered in other State quoted at floor rates and the evaluation will be made as per the condition from (1) to (3) as mentioned above.
6. Further shortfall will be met from the balance bidders in the order of their financial ranking subject to accepting the Floor price. In case of multiple bidders in the same financial ranking then further sub- ranking of bidders will be followed as per "**Ranking Procedure**" mentioned in clause- 5 above for fulfilling balance requirement.
7. In case of further shortfall, Surplus ready trucks in the sequence of least age (owned trucks followed by attached trucks) available in the **Cluster of States** (to which the State belongs), will be considered for induction at floor rate only.
8. In case of further shortfall, Surplus ready trucks in the sequence of least age (owned trucks followed by attached trucks) available in the **other Cluster of States**, will be considered for induction at floor rate only.
9. Even after exercising the option upto 8 above, full requirement of trucks is still not met, then Corporation reserves the right to accept more trucks at Floor rates from the bidders as per the ranking and (1) and (5) above.
10. In this case, bidders who are now offering additional trucks should first deposit additional EMD by way of DD (off line payment) @Rs.50,000/-truck within 10 days from the date of such offer. All such additional trucks should be presented for physical verification within 45 days from the date of such offer by respective Oil Companies, i.e. IOC/BPC/HPC, failing which the EMD deposited for such additional trucks will be forfeited.
11. If the above still results in deficiency of trucks, then negotiations/counter-offer exercise will be conducted with the balance bidders in their order of ranking and all Trucks offered by such bidders shall be taken at the negotiated rates.
12. However, Corporation reserves the right not to negotiate further with the balance bidders, even if the requirement is still not fulfilled. Bidders to note that a bidder placed in the lower order of ranking may not get an opportunity of induction of their trucks if requirement of trucks is met from the bidders ranked above them.

## **II. Bidders quoting at other than Floor rates :**

1. Bidders quoted at L1 rates, will be further sub-ranked as per "**Ranking Procedure**" mentioned in clause- 5 for induction of trucks subject to accepting finalized L1 rates.
2. In case of shortfall, further allocation will be made to the proposed trucks offered by the respective bidders subject to accepting finalized L1 rates. In case it is not possible to allocate trucks on proportionate basis then balance trucks will be allocated through draw of lots.

3. Further shortfall will be met from the balance bidders in the order of their financial ranking subject to accepting the finalized L1 rates. In case of multiple bidders in the same financial ranking then further sub- ranking of bidders will be followed as per "**Ranking Procedure**" mentioned in clause-5 above for fulfilling balance requirement.
  4. Shortfall to meet the balance requirement will be met as per clause (7) to (12) of (I) as mentioned above.
  5. **No additional trucks will be taken from bidders at other than established L1 rates.**
14. In case at any point of time during allocation of Trucks as above in any of the categories (MSE or SC/ST or unreserved category), if it is found that no. of Trucks required are less than the balance available Trucks and all the balance Trucks are of same model, then allocation will be made on proportionate basis to bidders based on the no. of balance trucks available with the bidders after allocation of trucks exhausting the owned trucks first followed by attached trucks.
- e.g. let us assume, balance quoted trucks is X, requirement is Y, left out trucks of a bidder is Z, then that particular bidder will get no. of trucks from the balance trucks =  $Z * (Y / X)$  (trucks will be allocated upto next whole number in case of decimal, i.e. greater or equal to 0.5 is 1 and less than 0.5 is zero).
- Corporation also reserves the right to close the Tender without inducting balance trucks from this group (having same model) or accept all the trucks in this group.
15. In case all the quoted trucks have been considered in fulfilling the NIT requirement and there is further shortfall then to fulfill the balance shortfall in NIT requirement, further shortfall may be fulfilled thru **Expression of Interest (EOI)** at L1 rates.
  16. Separate ranking will be maintained for 7MT in North-Eastern States of IOC and 12 MT/ 15 MT trucks for HPC and BPC for Jammu & Kashmir. For other States, separate ranking will be maintained for truck having capacity less than 21MT and TT having 21MT capacity or more.
  17. No bidder will be allowed to counter offer rates lower than the negotiated L1 rates in any category. Any offer / counter offer received from bidders without being asked by the Corporation shall be treated as unsolicited offer and shall be summarily rejected.
  18. Subject to meeting all terms and conditions, bidders offering lower rates leading to minimum financial outgo to the respective Corporations would be given preference while awarding Contract and their tank trucks would be given longer routes/sectors while utilizing those tank trucks based on prevailing circumstances.
  19. Trucks as per age restriction, if applicable, in any particular area under a State will be plied by attaching the vehicles permitted as per the age solely as per Corporation's decision , e.g. less than 8 years age restriction for Mumbai , less than 10 years for NCR.
  20. Tenderer(s) may be required to visit our office as advised to them for negotiations/verification of documents entirely at the cost of Tenderer.

21. Only the proprietor or authorized representative of the firm should personally attend such negotiation / meeting as commitments made and / or clarification given during negotiations / meeting will be binding on the Tenderer. He should carry the necessary authorization to attend such negotiations / meeting and hand over the same to the Corporation's representatives participating in negotiation / meeting. Negotiations with qualified Tenderers will be carried out individually in order of their ranking till the requirement of trucks is fully met.
22. All the trucks for which LOI has been placed should report at the respective location of the Corporation within 30 days of the placement of LOI, failing which the truck will be rejected for consideration and EMD in respect of this truck will be forfeited.
23. In case of rejection of trucks due to non-placement after issuance of LOI, trucks placed beyond the NIT requirement of successful bidders under waitlisted panel will get the chance of issuance of LOI till the original NIT requirement gets fulfilled as per the modalities mentioned as under:
  - a) This exercise will be carried out for trucks in waitlist subject to matching L1 rates.
  - b) In case no trucks are left then the Tender will be closed.
24. Once the NIT requirement is fulfilled from the quoted trucks or as per Tender evaluation, then the Tender will be closed. However, waitlist panel will be kept live to meet the additional requirement of trucks during the pendency of the contract.
25. During the period of the contract due to business requirement of the Corporation, contracting Corporation reserves the right to shift / induct / move TTs as per the requirement in case of exigencies. In case at any point during the pendency of the contract as per Contracting Corporation's assessment, additional tank trucks more than the contracted tank trucks( as mentioned in the NIT) is envisaged then Contracting Corporations reserve their rights to hire any tank truck, over and above the tank trucks accepted pursuant to this Tender at any point of time. Under such circumstances, Contracting Corporations will follow the following methodology to hire tank trucks for such purpose as may be required by Contracting Corporation :
  - a. From panel of waitlisted trucks at L1 rates.
  - b. from the existing Transporters at the finalised lowest rate in the tender,
  - c. Expression of Interest (EOI) in case of shortfall.

**6- (Declaration by Bidder in his/her letter head)**

From:

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

To:

-----  
-----  
-----

Dear Sir,

**SUB: BULK LPG TRANSPORTATION CONTRACT BY ROAD FOR THE STATE OF  
TAMILNADU.**

TENDER NUMBER : LPG/BULK/TT/IOC/TN/2018

In response to your notice inviting Tender for above, we confirm having carefully read, studied and understood various terms and conditions /documents downloaded with the Tender and the same has been digitally signed for having read and accepted the same in toto.

We are also confirming that the following documents as per the check list given below has been uploaded and requisite EMD has been paid online.

Write Y- For Document uploaded

Write N - For Document not uploaded

Write NA – For Document not applicable for uploading

**CHECK LIST FOR SUBMISSION OF DOCUMENTS UPLOADED:**

S. N.	Description	Format	Yes / No/ NA
i.	Online/ Offline Payment of EMD amounting to ..... for the number of ..... owned trucks and .... attached trucks or document from competent authority as a proof of exemption in case bidders are registered under MSE such as EM-II/Udyog Aadahar No./ NSIC registered.	Online / offline (EMD) or PDF (MSE)	
ii.	Statement of Credentials as per Annexure-I	PDF	
iii.	Statement of particulars of trucks offered as per Annexure-II of Technical Bid uploaded in relevant excel file	XLS/ PDF	
a.	Copy of Valid Truck Registration Certificate (RC book). Other documents like insurance & Certificate of fitness etc. to be submitted during physical verification of trucks.	PDF	
b.	Copy of original invoice of quoted trucks (required in respect of trucks, where manufacturing date is not mentioned in RC book). In case Original Sale Invoice is not available then Certificate issued by Manufacturers is to be submitted.	PDF	
iv.	Age analysis of offered trucks uploaded in relevant excel file	XLS	
v.	Copy of PAN Card	PDF	
vi.	Single Page declaration "Undertaking by Tenderers" in their letter head as per Annexure-III	PDF	

vii.	Category of bidders as per Annexure-IV	PDF	
viii.	Copy of Individual Affidavit for all attached trucks as per Annexure-V	PDF	
ix.	Undertaking for trucks offered duly Notarised as per Annexure-VI	PDF	
x.	Details of relationship (Part A, B, C & D) duly filled-in as per Annexure-VII	PDF	
xi.	Copy of SC/ST certificate duly issued by competent authority as per Annexure-VIII or any format by the competent authority to be submitted by bidders i.e. Proprietor/All Partners/Directors. General category shall submit "not applicable" declaration by crossing the attached SC/ST certificate.	PDF	
xii.	Copies of Registered Partnership Deed or Certificate of Incorporation (wherever applicable)	PDF	
xiii.	Copy of irrevocable Power of Attorney meeting the law of land , if applicable as per Annexure- IX	PDF	
xiv.	Proforma for confirmation on applicability of "micro & small enterprises development act, 2012 (MSEd act 2012)" including certificate issued as per Annexure –X	PDF	
xv.	Declaration by bidder regarding Blacklisting / holiday-listing as per Annexure-XI	PDF	
xvi.	Agreement for Integrity Pact of the Contracting company as per Annexure -XII duly signed on all pages.	PDF	
xvii.	Bank details of bidder as per Annexure-XIII	PDF	
xix.	Price Bid in the excel file only	XLS	
xx.	Copy of PESO approved drawing of tank duly signed and stamped	PDF	

I am the competent person authorised to sign this Tender.

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

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

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

\* Power of Attorney meeting the law of land. : Original POA holder to sign and not by any authorized representative.

Rubber Stamp :

Address:



## **7-STANDARD TENDER CONDITIONS FOR CONTRACT OF BULK LPG TRANSPORTATION BY ROAD**

### **1.0 GENERAL GUIDELINES:**

- 1.1 Bidders are advised to carefully study these conditions/ [GITB](#) & [SITB](#) and other Tender documents before quoting their rates.
- 1.2 Tender should be submitted online only in the prescribed forms downloaded from the websites mentioned in the "Tender Schedule" under NIT.
- 1.3 Over-writing / whitening / erasing out will not be accepted on any document / format / annexures / affidavits uploaded. Incorrect words/figures should be crossed and correct figures rewritten. Conditional and / or incomplete Tenders are liable to be rejected. Use of correcting fluid (white) is banned and Tender will be summarily rejected for usage of the same.
- 1.4 Near relatives (as per list enclosed) of an employee responsible for award and execution of this contract in the Corporation are **NOT PERMITTED** to quote. Bidder shall be obliged to intimate Corporation the names of persons who are near relatives of any employee of Corporation and who are working with the bidder in their employment or are subsequently employed by them. Any violation of this condition, even if detected subsequent to the award of contract, would amount to breach of contract on bidder's part entitling the Corporation to all rights and remedies available thereof.
- 1.5 A retired officer of the corporation cannot bid within two years of his retirement without obtaining written permission from respective Corporation. A copy of such permission should be attached with Tender. Any violation of this condition even if detected subsequently to the award of contract, would account to breach of contract on the bidder's part entitling on the part of Corporation to all rights and remedies available thereof , including termination and / or cancellation of the LOI/contract".
- 1.6 The Trucks attaining the age of 15 years during the contractual period shall be removed from the contract. Replacement within 30 days with another eligible Truck having age of less than 15 years shall be the responsibility of the concerned transport transporter, failing on which action as per contract agreement will be taken.
- 1.7 If as per Government guidelines, the age of tank truck in a particular State gets changed then successful bidders are liable to change the vehicle and place the vehicle as per required age as directed by the Corporation. In case the bidders will not replace the vehicles, then their contract for such tank trucks will be foreclosed with forfeiture of Security deposit (SD) and amended agreement will be entered into.
- 1.8 If the same truck is offered by more than one party against any Tender, then that truck shall not be considered in this Tender against any of the bids. Decision of the Corporation shall be final.
- 1.9 **Contract Period** - The contract period will be as specified in clause 10 of [Tender Schedule](#). In case, due to unavoidable circumstances, if finalization of fresh contract for transportation of Bulk LPG by Road gets delayed, the consent of the transporters will be required for continuation of contract at the same rates, terms and conditions for a period of six months or till finalization of new tender, whichever is earlier.

- 1.10 Bidder should clearly state the constitution of their firm as specified in **Annexure-I of check list**. Bidders are also advised to give category declaration mandatorily as per **Annexure-IV of checklist**. Only **ONE** category should be selected by giving a tick (✓) mark in the relevant box. Category once chosen by bidder cannot be changed after bid submission. If a bidder claims exemption of EMD and does not upload requisite documents, bid is liable to be rejected. In case category declaration as per **Annexure-IV** is not given by the bidder or the bidder is not eligible for the category declared, they shall be re-evaluated and categorized by IOC/BPC/HPC based on the documents submitted in the Tender which shall be binding on the bidder.
- 1.11 Bidders are required to furnish details of tank truck(s) offered by them against this contract as specified in **Annexure II of check list**.
- 1.12 Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the Corporation will be considered applicable at the time of any dispute.
- 1.13 No unsolicited correspondence / queries / offer from any bidder will be entertained while the award of the contract is under review / consideration.
- 1.14 The bidders shall note that the outstanding against their firm to the corporation for any of the contracts, existing or previous in any of the Corporation's locations, shall be recovered from their transportation bills. The bidders shall also note that the Income tax charges levy (TDS if any) on transportation charges shall be recovered by the corporation and remitted to the concerned authority.
- 1.15 All the enclosed Tender documents shall form part of the Contract. The Bidder should study all the operations/ local conditions at the loading unloading point/s and routes. Tendered would be presumed to have acquainted themselves with working conditions existing at the location, before submission of Tender.

## **2.0 EARNEST MONEY DEPOSIT (EMD):**

- 2.1 Tenders of Bidders not submitting EMD shall be rejected, unless they are exempted.
- 2.2 EMD to be deposited by bidders as per clause-3 under NIT.
- 2.4 Cash / Cheques / BG or request for adjustment against any previously deposited EMD/pending dues/bills/security deposits for other contracts will not be accepted as EMD and any Tender with such stipulation shall be treated to have been received without EMD.
- 2.5 **Bidders registered under Micro and Small Enterprises & SC/ST bidders participating under SUIS are exempted from payment of Earnest Money for all the quoted tank trucks. Such bidders must have the valid certificate/letter with them to get the benefit of exemption in respect of EMD.**
- 2.6 No interest is payable on EMD.
- 2.7 EMD is liable to be forfeited, if:
- a. Bidder modifies/withdraws the offer during the validity period of this Tender
  - b. Refuses to sign the formal contract after acceptance of the bidder's offer
  - c. Does not furnish the requisite Security Deposit, as mentioned hereinafter

- d. Is unable to position trucks within the stipulated time after issuance of Letter of Intent by the Corporation.
- e. Fails to comply with the above condition (d) for any one or part of quoted no. of trucks. In this case, the forfeiture of EMD amount in respect of more than 7MT capacity TT will be at the rate of Rs. 20,000/- (Rupees Twenty thousand only) per defaulted ready truck subject to maximum Rs.2,00,000/-(Two lakhs only) per Tender . In case of 7.0 MT capacity trucks, the forfeiture of EMD amount in such cases will be at the rate of Rs.10,000/- (Rupees Ten thousand only) per defaulted ready truck subject to maximum Rs.1,00,000/-( One lakh only) per Tender.
- f. For any other cases not mentioned above, complete EMD will be forfeited.

2.8 In case of IOC interest free EMD would be refunded as per following:

- i. EMD of bidders disqualified during techno-commercial bid evaluation shall be released immediately after technical evaluation in e-portal.
- ii. EMD of bidders qualified in techno-commercial bid evaluation but unsuccessful in price bid stage shall be released immediately on updation of financial evaluation in e-portal.
- iii. EMD of the successful bidder shall be converted to Security deposit upon award of contract and released after submission of full security deposit as detailed below.

Bidders will have to provide Bank Details for their Banker as per the format **Annexure-XIII**.

2.9 In case of BPC/HPC interest free EMD would be refunded as per following:

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

### **3.0 SECURITY DEPOSIT (SD):**

#### **3.1.1 Security deposit for all capacity trucks except 7MT:**

- (a) Successful bidders have to take Carriers Legal Liability Insurance Policy for the cargo for an amount covering Minimum Rs.10,00,000/-.
- (b) Successful bidders have to deposit Security Deposit @Rs.4.0 lakh per truck and maximum Rs.7.5 lakh per contract in form of demand draft or irrevocable Bank Guarantee strictly in the prescribed format provided in the Tender, valid for six months beyond the maximum tenure of this contract.
- (c) The aforesaid security deposit will be adjusted against any claim of Contracting Corporation against the bidder.
- (d) In case the Truck/s offered by the bidder during the validity of the contract are withdrawn without the consent of the Corporation and replacement trucks are not provided within 15 days of withdrawal and in case of replacement of trucks completing 15 years during the pendency of the contract or trucks as per the specified age as per any Govt. guidelines are not replaced within 30days during the pendency of the contract then Security deposit @ Rs.4.0 Lakh per each Truck withdrawn subject to maximum SD amount of Rs.7.5 Lakh per contract will be liable to be forfeited. Trucks completing 15 years age or due to any age restriction as per any Govt. order / guidelines during the pendency of the

contract, will be stopped from operation and such trucks need to be replaced within 30 days.

### **3.1.2 Security Deposit for 7.0 MT capacity trucks :**

- (a) Successful bidders have to take Carriers Legal Liability Insurance Policy for the cargo for an amount covering Minimum Rs.4,00,000/-.
- (b) Successful bidders have to deposit Security Deposit @Rs.1.0 lakh per truck and maximum Rs.3.0 lakh per contract in form of demand draft or irrevocable Bank Guarantee strictly in the prescribed format provided in the Tender, valid for six months beyond the maximum tenure of this contract.
- (c) The aforesaid security deposit will be adjusted against any claim of Contracting Corporation against the bidder.
- (c) In case the Truck/s offered by the bidder during the validity of the contract are withdrawn without the consent of the Corporation and replacement trucks are not provided within 15 days of withdrawal and in case of replacement of trucks completing 15 years during the pendency of the contract or trucks as per the specified age as per any Govt. guidelines are not replaced within 30 days during the pendency of the contract then Security deposit @ Rs.1.0 Lakh per each Truck withdrawn subject to maximum SD amount of Rs.3.0 Lakh per contract will be liable to be forfeited. Trucks completing 15 years age or due to any age restriction as per any Govt. order / guidelines during the pendency of the contract, will be stopped from operation and such trucks need to be replaced within 30 days.

- 3.2 The maximum amount to be forfeited from any Transporter shall not exceed the total security deposit furnished by the Transporter against their contract. If prior approval from Corporation is obtained by transporter for cases such as accident of truck, major repairs, etc. (based on documents such as FIR and Repair certificates from authorized dealer) a maximum time of 90 days can be allowed at the discretion of Corporation for waiver of forfeiture of SD.
- 3.3 As and when forfeiture of the Security Deposit in full or in parts as mentioned above takes place for whatsoever reasons, an equal amount would be replaced by the Transporter in order to maintain the total amount covered under Security Deposit within 15 days of intimation.
- 3.4 No interest is payable on Security Deposit.
- 3.5 Any loss/damages arising out of the contract would be adjustable against the SD. Any damages in excess of the SD will be recovered from payments due to the contract under this contract or deposits/payments due to the same Transporter under any other contract at any of the locations of Corporation.
- 3.6 Security deposit would be refunded only after six months of the satisfactory completion of the contract and written request from the Transporter duly accompanied by original cash receipt, if any, issued by IOC/BPC/HPC.
- 3.7 In the event of loss/misplacement of the cash receipt for the SD, the refund would be made only after the Transporter furnishes an indemnity Bond in a proforma prescribed by us on a non-judicial stamp paper of prevailing requisite value (at Transporter's cost).
- 3.8 Please note that SD amount is liable to be changed at the discretion of the Corporation.

**4.0 The bidder has to upload the documents as per Checklist at the time of submitting the e-Tender online.**

- 5.0 Bidder will execute the Agreement in the prescribed form, draft of which is annexed with the Tender document and will comply with all other terms and conditions as may be specified by IOC/BPC/HPC in the Letter of Intent (LOI) accepting rates offered by the bidder. The agreement shall be signed only by the authorised person from the transporter's side as per constitution of the firm.
- 6.0 In the case of M/s IOC/BPC/HPC, the Integrity Pact duly signed by the authorized official of IOC/BPC/HPC and the Transporter, will form part of this contract / supply order. Proforma of Integrity Pact (which is issued along with the bidding document) shall be submitted by the bidder along with the EMD and other documents duly signed by the same signatory whose digital signature is used for bidding. All the pages of the Integrity Pact shall be duly signed by the same signatory. Bidder's failure to return the Integrity Pact along with the EMD and other documents, duly signed, before the closing date and time of the Tender shall lead to outright rejection of such bid.

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

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

**7.0 AGREEMENT & TRUCK PLACEMENT:**

- 7.1 Successful bidders will produce trucks (Owned/Attached) which have been finalized in the Tender along with all Original Documents for verification at respective Corporation's locations as per advice within 15 working days of date of Letter of Intent.
- 7.2 In case bidders fail to place trucks after issuance of LOI within the stipulated time period, then EMD for such trucks will be forfeited.
- 7.3 Following condition shall be strictly checked, while carrying out physical verification of trucks:
- a) The no. of axles and rated Gross Vehicle Weight (GVW) as per statutes, i.e. 2 axle vehicle must have maximum GVW of 35200 kg and 3 axle must have maximum GVW of 40200 kg. Rated GVWs will be similarly followed for other axles of vehicles. No. of axles and rated GVW mentioned in RC book must match physically, else such trucks will be rejected. Any changes in GVW and no. of axles in a vehicle must be carried out before closing date of the Tender with duly amendment in the RC book, else such vehicles shall be rejected.
  - b) The GVW and number of axles in respect of any vehicles mention in PESO license must match with the respective RC, else the quoted trucks will be rejected.

- c) In case of any truck, if RC Book in original is not readily available with Transporters for what so ever reasons, the trucks will be summarily rejected other than the cases in respect of trucks whose RC books are seized by Govt. authorities. In such cases copy of complete RC book along with original of seizure document to be submitted at the location for verification.
- d) During physical verification, if any discrepancy is observed between the Registration Certificate uploaded on the e-Tendering site and that submitted physically for any truck, then such trucks shall be rejected and EMD for the truck forfeited.

- 7.4 Successful bidder would be required, before undertaking the contract, to execute our standard agreement within 15 working days from the date of offer letter failing which EMD is liable to be forfeited and the offer shall be withdrawn.
- 7.5 Specimen of Agreement copy is enclosed with these Tender documents. Bidders are advised to carefully scrutinize the same before submitting their Tender.
- 7.6 When the person signing the Tender is not the sole proprietor, necessary Power of Attorney authorizing the signatory to act on behalf of the proprietor/firm should be produced before signing the agreement and an authenticated copy of the Power of Attorney should be submitted for the Corporation record.
- 8.0 All the terms & conditions stipulated in the Notice inviting Tender, Tender document, all Tender related correspondence etc shall form part of contract.

**FAILURE TO EXECUTE AGREEMENT ON PART OF THE BIDDER & FURNISH REQUIRED SECURITY DEPOSIT WITHIN 15 DAYS OF PLACEMENT OF LOI MAY RENDER THE BIDDER LIABLE FOR FORFEITURE OF EARNEST MONEY DEPOSIT AND WITHDRAWAL OF OFFER WITHOUT FURTHER NOTICE AND ALSO WITHOUT PREJUDICE TO THE RIGHTS OF THE CORPORATION TO RECOVER DAMAGES UNDER LAW.**

#### 9.0 **ARBITRATION :**

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement, such dispute or difference shall be resolved through arbitration as per the procedure mentioned herein below:

- a. The dispute or difference shall be referred to a sole arbitrator.
- b. The arbitration shall be through \_\_\_\_\_ (Name of Institutional Arbitration Forum).

**For : Northern Region: The Delhi International Arbitration Centre.**

**Western Region: Indian Council of Arbitration.**

**Eastern Region: Indian Council of Arbitration.**

**North East: Indian Council of Arbitration.**

**Southern Region : The Madras High Court Arbitration Centre.)**

- c. The Rules of the above-mentioned Institutional Arbitration Forum shall be applicable to the arbitral proceedings.

d. The Indian Arbitration and Conciliation Act 1996 and Arbitration and Conciliation (Amendment) Act 2015 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.

e. The seat of arbitration shall be at \_\_\_\_\_.

(New-Delhi, Mumbai, Kolkata, Guwahati, Chennai for Northern Region, Western Region, Eastern Region, North-East and Southern Region respectively )

f. The proceedings shall be conducted in English language.

g. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.

h. The following shall not be referred to arbitration:

i. Disputes having financial claims less than Rs. 5 lakhs.

ii. Disputes, which can be referred to Appellate Authority under MDG or any other similar forum.

i. Notwithstanding anything contained herein above (except 'h'), upon arising of dispute the parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator including employee of Indian Oil Corporation Ltd.

10.0 **ASSIGNMENT:** Save as permitted for under this Agreement, neither this Agreement nor any of the rights and obligations under it may be assigned by any party without obtaining the prior written consent of the other party, the said consent should not be unreasonably withheld. In any such permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement. Performance of the obligations under this Agreement in favour of the said permittee assignee shall be sufficient discharge under this Agreement.

## **8-SPECIAL CONDITIONS FOR BULK LPG TRANSPORTATION BY ROAD**

### **1.0 TRANSPORTER'S EMPLOYEES:**

- 1.1 It will be the responsibility of the Transporter to ensure that (i) the drivers/ (crew) engaged for operating the vehicles are trained about the safety risks and observe the prescribed safety precautions. Specifically it will be the responsibility of the Transporter to ensure strict observance of NO SMOKING restrictions by the transporter's truck crew at all stages including in-transit.
- 1.2 It is essential that the Transporter/s get the names, photographs, address, designations, authorized signatures and seals of their authorized representatives duly registered in advance with the Corporation at the receiving point/s. Similar details are to be furnished for tank truck crew. Any change in the nominations of authorized representatives/ crew/ Transporter's employees by the Transporter/s should be registered in advance with the Corporation. All authorized representatives/ truck crew / Transporter's employees shall be issued Identity Cards free of cost by Corporation. However, in the event of loss/for alternative person, the identity card will be issued at the cost of Rs. 100/- for each duplicate identity card. Issue of such Identity Cards will not make the Corporation liable for any action of such representatives/ crew/ Transporter's employees, nor exempt the Transporter for his/ their liabilities under the law.
- 1.3 It is the responsibility of the Transporter to submit the antecedents' report of all crew/ Transporter's employees engaged by them for the above work and same should be re-verified periodically as directed by the Corporation.
- 1.4 Transporter/s shall avoid frequent changes in the crew.
- 1.5 The Transporters shall ensure that the vehicles are always driven by the drivers whose driving license have been duly endorsed by the licensing authority to this effect that he is authorized to drive vehicle carrying goods of dangerous/hazardous nature to human life as per CMVR.
- 1.6 The bidder to ensure that they will not engage child labour in compliance of applicable labour laws. The contract shall be terminated in case it is detected later that the bidder had made a false claim.
- 1.7 Observance of safety instructions at LPG Plants / in-transit are of utmost importance. Transporters shall be bound to nominate their crew for safety training at LPG Bottling Plants/ any other locations as and when such training's are conducted and shall bear all expenses on account of their personnel for such training. Transporter (s) will deploy only such crew who have attended safety training course conducted by Oil Industry and possess a certificate issued by Oil Industry.
- 1.8 The Transporter will have to ensure that specified Corporation's Visual Manifestation Design & Safety Instructions etc. are painted/ pasted/ installed on the body of the tank truck(s) as prescribed by the Corporation and also comply with all the instructions as directed by the Corporation from time to time, including Notices regarding classification of Cargo in accordance with the Central Motor Vehicle Act, 1988, and all amendment thereto.
- 1.9 Visual Manifestation (VM) Design: The VM has been designed with PU (Poly-Urethane) painting and vinyl stickering of the concerned Corporation's logo as well as other details as per Statutory norms. The life of the painting as well as stickering will be for five years. Indicative cost towards VM Design would be Rs.65000/- approximately. List of Vendor(s) for VM Design will be mentioned in the LOI/LOA. Detailed specifications as well as VM design of respective Corporation will be provided at the time of placement of LOI.



- 1.10 Safety signs Boards as and when supplied by Corporation shall have to be displayed on the outer body of the tank truck(s) at places advised by the Corporation.
- 1.11 The transporter shall comply with all statutory provisions relating to his trade / business / profession including his own employees or employees engaged by transporter and Corporation shall not be responsible for his omission or commission. Further, the transporter undertakes to abide by the provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 in as much as the "Road Motor Transport Establishments" in the list of Non-Factory Industries to which EPF & MP Act has been made applicable, is a clause of establishments notified at Item No. (4) of Appendix-I of EPF & MP Act, 1952 and as such the transporter shall ensure appropriate coverage of TT Crews under the said Act and keep the Corporation indemnified for any non-compliance by the transporter. The transporter undertakes to abide by the provisions of Motor Transport Workmen Act, 1961 and provisions of any other Act/ scheme in relation to employment, Service condition, Social Security, such as ESI Act/ Scheme, Employees Compensation Act etc for the Motor Transport Establishment as an independent Employer.
- 1.12 The transporter should deploy only crew with valid certificate issued by the Corporation for transportation of Bulk LPG and also they are bound to relieve their crew for training pertaining to safe transportation of LPG products as required by the corporation.

## **2.0 OPERATION:**

- 2.6 The Corporation reserves the right to suspend the trucks that are suspected to be indulging in any sort of malpractices or any other acts not conducive to the interests of the Corporation such as misbehavior, dishonesty, disobedience, pilferage etc. Such trucks shall be suspended without giving any reasons and in all such cases, no compensation will be paid to the transporter.

## **3.0 SAFETY:**

- 3.1 BIS approved 2 nos. of New Fire Extinguishers of 9 kg. pressurized DCP type in sound and proper working order should be carried in the vehicle and may be kept in an easily accessible position.
- 3.2 Exhaust of the truck must be welded properly with new spark arrestor of a design approved by Chief Controller of Explosives. The exhaust should be routed only on the front of the vehicle towards driver's side. Exemption in this case is allowed in respect of vehicles getting due approval from PESO as per specific models.
- 3.3 No other material/ goods except as authorized by the Corporation are to be carried in the truck while it is loaded with LPG.
- 3.4 Proper emergency kit which includes wooden wedges, sealant, teflon tape, 1 pair of low temperature hand gloves, 1 set of non-sparking tools (spanner and hammer), 1 no. FLP Torch and 1 set of goggles for eye protection must be available in the truck.
- 3.5 The vessel shall be electrically continuous with the chassis.
- 3.6 Electrical dipole wiring shall be heavily insulated and be adequate for maximum current loads to be carried.
- 3.7 The bumper shall be situated at least 7.5 cm to the rear of the rear-most part of the vessel.

- 3.8 The electrical system shall use two wire systems (other than starter / alternator) instead of earthing negative terminal to the body of the vehicle.
- 3.9 Reflector strip shall be fitted around the vehicle and tank to enhance visibility.
- 3.10 There shall be a clear space of at least 15 cm between the back of the cab and the front of the vessel.
- 3.11 Strong and sturdy box type guard shall be provided for protection of valve manifold with minimum 5 mm thick plate with proper operational convenience. Crash guard to be provided as per operational convenience on both sides to protect the valves manifold during accidents. This will protect the two wheelers getting trapped and four wheelers driving into underbelly of the tanker during accidents. Typical figure is shown as below:



- 3.12 Earthing points to be shown as below:



- 3.13 PESO approved built-in internal excess flow check valve (IEFCV) shall be remotely operable from driver cabin/rear end of vehicle with a lever through a cable system fitted with thermal fuse links. Such fuse links shall be attached to the internal valve and also at the driver cabin/rear end connected to the lever. Further, the internal valve shall have a shear section and be designed such that in the event of accident, the lower section of the valve is sheared off, the valve seat (soft seat-which ensures zero leakage) remains inside the tank and is closed by self-stored energy (spring).
- 3.14 Smoking is strictly prohibited in the vehicle and no fire or any source of ignition is to be permitted on and in the vicinity of the vehicle.
- 3.15 Besides crew, i.e. the drivers, no other person is to be allowed to travel in the trucks carrying LPG.
- 3.16 Vehicles crew should be adequately trained with the operation of fire extinguishers.
- 3.17 Stout steel guards on FUEL tank should be provided to minimize damage to fuel in the event of any accident.
- 3.18 Caps with locking arrangement should be provided on FUEL TANK to prevent spillage in the event of topping down of the truck.
- 3.19 Successful Tenderer should get their drivers trained, at their cost under rule No. MV9 from the plant/ institute recognised as training center for conducting such training programme. They also must ensure endorsement of the driving license from RTO after undergoing such training.
- 3.20 The Transporters and truck crew members shall comply all safety related instructions as directed by the Corporation from time to time.
- 3.21 The transporter and their TT crew to ensure compliance to ERDMP (Emergency Response and Disaster Management Plan) for Transportation of Bulk LPG by Road by respective contracting Corporation. The copy of the approved ERDMP is available at respective Corporation's website.
- 3.22 The truck crew would not be permitted to enter the location premises without use of the PPE (personal protective equipment) such as safety shoes, safety helmet and uniform as per instructions of Plant In-Charge. This will be treated as irregularity and action for suspension of truck shall be taken as mentioned under Clause No. 7.0 of ITDG (Industry Transport Discipline Guidelines).
- 3.23 Safety belt (retractable) for TT Crew should be provided by the Transporters & it should be as per the specification recommended by the company.
- 3.24 In the event of notification by Govt of India to use other than HSD as alternate fuel as a pollution control measures then existing vehicle will be allowed to be replaced. Such vehicles using alternate fuel other than HSD has to obtain requisite approval from PESO in this respect. However, escalation/de-escalation will be applicable as mentioned in case of HSD elsewhere in the tender.

#### **4.0 Unauthorized Parking of Trucks outside LPG Plant Premises :-**

Parking of trucks inside / outside the LPG Bottling plant premises on the road is treated as unauthorized as it causes hindrance to the traffic as well as endangers the safety near / in around LPG Bottling Plant premises except the Pay & Park facility meant for parking of trucks or free parking of trucks wherever applicable. No Pay and Park charges shall be reimbursed by IOC/BPC/HPC.

## **5.0 INSURANCE:**

Transporter/s will be required to have an insurance policy at his cost for each vehicle from Insurance Company and keep such policy in force at all times to cover all risks of whatever nature. The policy should have specific mention for coverage of any damage caused by the truck to Corporation/public property/person etc. during pendency of the contract.

It is clearly understood that transit insurance coverage, if any, shall be the sole responsibility and at the cost of the Transporter. The Corporation does not and will not insure the product under transit risk or reimburse the Transporter for the same.

## **6.0 TRANSHIPMENT:**

Transporters shall not transship any product at any point en-route. In case transshipment is required on account of break-down of the truck en-route, such transshipment will be undertaken only with prior intimation and approval of the Corporation, except where such transshipment to be undertaken immediately in the interest of safety. In all such cases, it will be responsibility of the Transporter/s to carry out such transshipment under intimation to and with the knowledge of the local Civil Police authorities. Copy of such intimation will be furnished by the Transporter to the Corporation with full details and justification immediately.

## **7. SPECIFICATION OF TANK TRUCKS:**

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

- a) (i) Tank Trucks expected to be inducted for movements from Mumbai/ BPCR/HPCR, should not be more than 7 years old as on Tender closing date.

Tank Trucks expected to be inducted for movements to NCR , should not be more than 9 years old as on Tender closing date.

The bidders are required to offer trucks accordingly for meeting above requirement. In case sufficient number of such tank trucks are not received in this Tender, Corporation may either request the Bidders for replacement of the offered trucks to meet the above requirement or take suitable measures to meet such requirement.

- (ii) Rules pertaining to the transportation of LPG under SMPV Rules and amendments issued from time to time;
- (iii) specifications as laid down by OISD and other statutory authorities and amendments issued from time to time;
- (iv) pressure vessel to be designed and constructed and tested in accordance with the Indian Standards IS: 2825 and amendments issued from time to time;

- (v) Central Motor Vehicle (Fifth Amendment) Rules, 2005 and amendments issued from time to time;
- (vi) Requirement as per Public Liability Insurance Act and amendments issued from time to time;
- (vii) As a safety measure, Anti Lock Brake System (ABS) should be provided in all vehicles covering the entire vehicle, i.e. tractor and trailer.
- (viii) Speed Governor to be mandatorily fitted in all the trucks.
- (ix) Three point seat belt to be provided in each of the tank truck irrespective of any model.
- (x) Large rear view mirrors have to be fitted in each tank truck on either sides.
- (xi) All trucks offered have to be fitted with Internal Excess Flow Check Valves (IEFCV) as per PESO guidelines.
- (xii) Visual Manifestation Standards (VMS): All the Trucks to be inducted in this tender will have to comply with the VM standards of respective Oil Companies, i.e. PU Coating of the tank truck with vinyl stickering. To maintain uniformity in the VMS, successful bidders have to comply the VMS by carrying out the work from the vendor as advised by the respective OMCs in the LOI/LOA. Payment in this respect will be directly made by the bidders to the party, the cost of which is included in the transportation rate.
- (xiii) The body of a tanker carrying dangerous or hazardous goods shall be painted in white colour with a dry leaf brown ribbon of 5 centimeters width around in the middle of the exterior and that of the driver's cabin in orange colour ( Rule 90(1) of the CMVR , 1989.
- (xiv) Reflector strip shall be fitted around the vehicle and tank to enhance visibility : Fixing of retro –high-intensity grade reflective stickers white tape with 7 cm width in the front of prime mover , yellow colour on both sides in the same width and red colour tape with 7 cm width throughout at rear side for better visibility in poor light condition.
- (xv) RFID Tags to be fixed on the trucks for payment of tolls at toll plaza and to reduce the waiting time as per Govt. of India's initiatives.
- (xvi) Any other applicable Act/Rule or any other amendment or re-enactment thereof as per specific State / Central Authorities , if any from time to time.
- b) No tank truck will be offered under this Tender which :
  - (i) is presently in Contract with any Oil Company (including Private Company) for a period beyond the commencement date of this contract i.e. 01.09.2018.

- (ii) has been offered in more than one Tender or to more than one Corporation .  
Such Tank Truck(s) will be rejected and shall not be considered in any of the Tenders.
- (c) No tank truck which has been blacklisted by Indian Oil Corporation Limited/ Hindustan Petroleum Corporation Limited/ Bharat Petroleum Corporation Limited can be offered.
- (d) In case sufficient numbers for State specific registered vehicles are not available as per requirement, then successful bidder at the advice of Contracting Corporation shall arrange to comply with the necessary statutory provision to meet the intrastate movement of product.
- (e) Rates to be quoted will have to be quoted after considering all aspects.
- (f) Successful bidders will be required to place trucks fitted with anti-lock brake system (ABS) as per IS 11852:2003 covering the entire vehicle, i.e. tractor and trailer.
- (g) Trucks will not be inducted / taken into service till the same is provided with two drivers.
- (h) Provision of Vehicle Tracking System (VTS) in Tank Truck is mandatory. Suitable VTS linked to GPS will be installed in each truck in order to ensure safety and safe movement of the trucks, to ensure that the trucks ply on pre-planned routes, to reduce chances of pilferage of product, etc. Respective Corporation will install VTS through a service provider at the cost of Transporter and the same will be recovered from the transportation bills of the Transporters. The indicative monthly cost towards VTS would be either Rs.500/- month/ tank truck (approx.) for service model or Rs.400/- per month per truck (approx.) and Rs.6000/- per truck (approx.) towards VMU cost for CAPEX model (Capital expenses), which is recoverable from the Transporters. Applicable Goods & Service tax on the monthly charges will also be recovered from the Transporters. In case it is established that the Vehicle Mounting Unit (VMU) has been damaged by the transporter's crew thus obstructing the monitoring of VTS in a particular truck then the cost of VMU along with GST will be recovered from the transporter in order to replace the damaged VMU. In other cases of defects, there will be no recovery on account of replacing the defective VMU.

The VTS will have provision to generate exception reports on parameters such as permitted speed, deviations if any from approved routes, time etc. as and when required. It will be compatible to integrate with monitoring system of State Govt./ Oil company including by giving SMS alerts and any other related MIS required by the respective Oil Company.

This right of non usage, the right to collect damages, etc. are over and above the rights available to the Oil Company under the provisions of the INDUSTRY LPG TRANSPORT DISCIPLINE GUIDELINES and under the Law.

8. The bidder will provide trucks along with all documents in Original asked in this tender to IOC/BPC/HPC after opening of credential bid for its physical verification by location-in-charges of the concerned Corporation at their own cost and submit the physical verification certificate in Original within one month from the date of opening of the credential bid or such extended period as may be permitted by IOC/BPC/HPC at its sole discretion. All such trucks offered for physical verification should be produced at any of the LPG location of concerned Contracting Corporation on any day mutually agreed by the Corporation and the bidder within the stipulated period . If the bidder fails to produce all the trucks required for physical verification, then only the trucks produced for physical verification on the pre-decided / agreed date will be considered as qualified offered trucks. Tank trucks which are currently operating in contract under IOC/BPC/HPC will not be required to be physically verified, if the bidder has submitted the copy of last one loading challan of Oil Marketing Company( IOC/BPC/HPC) on or after 01.01.2018. However, the original documents asked in the tender have to be verified at the LPG Location of respective Corporation. Respective Corporation also reserves the right to direct any bidder to submit any offered tank truck for physical verification at any point of time during the pendency of the contract. Physical verification is part of the Credential Bid evaluation, and should not be construed as acceptance of offer. Particulars of licensed / registered / and operational LPG Tank trucks offered in the credential bid of the Tender will only be accepted for induction in the system after issuance of LOI / Work Order. In case of any deviation found in respect of details of tank trucks furnished in the credential bid and the physical tank trucks produced at the time of induction or at any later stage, then Corporation shall reject such tank trucks.
9. Short listed bidders are to submit two sets of photocopies of the following documents duly certified by the bidders as true copy of the original and will produce the original of these documents during physical verification of the TT :
- (a) Registration Certificate / Certificate of Fitness / Route (National/State) Permits of their trucks
  - (b) Insurance Policies
  - (c) CCE Licenses of the trucks as well as tank drawing offered
  - (d) PAN card
  - (e) Applicable Caste certificate in original issued by Competent Authority.

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

Corporation reserves the right to verify the details of trucks from the manufacturer's website and cross verify with the RC book from the first registration.

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

10. The schedule of despatches shall be decided by the Corporation at Refineries / Fractionators/ Loading/ Unloading source(s) and the Corporation does not give any guarantee for utilization of any trucks either for :
- (a) Minimum number of days per month
  - (b) Minimum mileage for each truck
  - (c) Route in which the truck will be utilised

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

- (i) certain minimum number of days per month
- (ii) certain minimum mileage per truck
- (iii) on a particular route.

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



11. IOC/BPC/HPC will, unless inconvenient to them, in their own judgment, use the tank trucks of lower rates for economical movement.
12. Payment towards transportation shall be released on fortnightly / monthly basis (as per the Contracting Corporation guidelines) by unloading / loading locations and / or any other Office as may be decided by Contracting Corporations from time to time. In case the bidders observe any discrepancy, they should put a claim to unloading locations/loading location or any other Office of Contracting Corporations as may be decided by Contracting Corporations from time to time along with the details of the statement of such error/omission in the payment. No claims shall be entertained after 3 months from the date of payment.
13. No unsolicited correspondence / queries will be entertained while award of the business / contract is under process.
14. The bidder will make good to the Corporations any loss whatsoever suffered by the Corporations, including but not limiting to the loss arising from :
  - (a) The confiscation by the Government or local authorities of any quantities of LPG delivered to the Transporter(s) for transporting.
  - (b) Loading/unloading of Bulk LPG or in transit

#### **RATES:**

15. The quoted rates should be firm and valid for acceptance for a period of 270 days from the closing date of the Tender. No bidder will be allowed to withdraw or to revise his/ their offer on his own after the last date of receipt of the Tender.
16. The Retail Selling Price (RSP) of HSD as on 01.01.2018 will be the base price for the respective States. Any revision in RSP of HSD after 01.01.2018 shall be passed on to the bidders on finalization of Tender. The transportation charges will be paid w.e.f. 01.09.2018 with applicable escalation /de-escalation of rates after 01.01.2018.
17. The quoted rates are to be inclusive of all taxes except Goods & Service tax (GST), viz hill tax / behti tax / bridge tax/ toll tax / Entry tax( Goa) / Mechanical tax / Green Cess etc.

Tenderer has to clearly indicate whether opting for discharge of GST on **Forward Charge mechanism** in the columns provided in the technical bid. Evaluation will be based on "Net Landed Cost" after considering the Input Credit Tax available to Corporation.

In case of change in admissibility of Input Credit to the Corporation during the contractual period, the finalized rate in the tender would be negotiated to such an extent that there will be no additional financial outgo to the Corporation in view of amendment in Input tax Credit Provisions, i.e. Finalized rate + applicable GST – Input Credit= Revised rate + applicable GST.

In case successful bidders not willing to carry out the work further with the revised rate then their contract be foreclosed and the transporters are bound to operate for at least six months or till finalization of new tender, whichever is earlier at the revised rate.

New Toll tax and incremental toll tax / entry tax (Goa) , if levied in future after 01.01.2018 will be reimbursed subject to submission of the copy(ies) of related notification to the respective State of the Corporation to this effect and production of original ( in case of thermal paper receipts , original receipts as well as self attested Xerox copies to be submitted) receipt of Toll tax paid along with transportation bills for utilization of such highways on or after 01.01.2018 by the contracted TT for delivering the Corporations' product. Similarly, if any toll gates gets closed or toll rates gets reduced during the period of contract , which were in effect before closing date of Tender then such toll charges will be recovered from the transportation bill of the bidders. However, responsibility of informing the concerned location in-charge in writing along with requisite Gazette of any new toll / increase in existing toll / closing of any toll gates after closing date of Tender lies on the Transporters. If the information is not furnished to concerned location in charge of supply location within one month then reimbursement for that period will not be made by Corporation to the Transporters claiming such charges in toll. However, recovery will be made in case closure of toll gates from the gazette notice.

18. The rate finalized in the Tender will be binding on the bidder for the entire pendency of the contract except the escalation/de-escalation as mentioned elsewhere in the Tender document. No other taxes, levies etc. will be reimbursed thereafter during the period of the contract.

19. **ESCALATION / DE-ESCALATION:**

Upward/ downward revision in transportation rates would be considered by the Corporation as per Corporation's norms from time to time in case of revision in the price of HSD. The average Retail Selling Price (RSP) of HSD in the Capital of respective State as on 01.01.18 will be the base price.

The transportation charges will be paid with applicable escalation / de-escalation of rates, the escalation / de-escalation will be worked out from 01.01.2018 and the same will be fixed on monthly basis on 01<sup>st</sup> of every month.

- ✓ Escalation/ de-escalation shall be applicable as per increase/ decrease in RSP (Retail Selling Price) of HSD, which will be the weighted average of RSPs of HSD during previous month, and the new transportation rates arrived on 01<sup>st</sup> of the month shall be applicable for the succeeding month.
- ✓ Only the increase/ decrease in prevailing lowest RSP of HSD at the State Capital shall be considered. In case of any dispute, the decision of the IOC/BPC/HPC shall be final and binding.

Present norms for escalation/de-escalation are given hereunder:

**Revision in the cost of HSD –**

The escalation / de-escalation shall be calculated on the presumption that:

- ✓ **Average Consumption of HSD will be 3.0 km / Lt for 18 MT Tank Truck and less capacity, & 2.9 km/ Lt for 21 MT & higher capacity Tank Truck. For the state of Himachal Pradesh, average Consumption of HSD will be 2.5 km / Lt for 18 MT Tank Truck and less capacity, & 2.45 km/ Lt for 21 MT & higher capacity Tank Truck.**
- ✓ **For 7 MT Tank Truck, average Consumption of HSD will be 4.0 km / Lt for plain route and 2.5 km/ Lt for hilly route.**
- ✓ **For 12 MT Tank Truck for Manipur, average Consumption of HSD will be 3.5 km / Lt for plain route and 2.5 km/ Lt for hilly route.**
- ✓ **Basis of calculation of escalation shall be as follows which shall be final and binding to all.**

**Sample calculation for escalation is given below:**

- a. Standard Capacity of truck : say 18MT
- b. HSD : Say Rs. "A", increase per litre,

$$\text{Escalation per MT} = A/(3.0*18) \text{ in Rs./MT/KM}$$

The decision of the Corporation on the calculations as well as implementation will be final and binding.

**After completion of 3<sup>rd</sup> year, escalation in rates of 3.5% for 4<sup>th</sup> Year and 3.5% for 5<sup>th</sup> Year on the non-fuel component of the rate (the finalized rate less the corresponding HSD component) of the finalized rate shall be considered.**

**Formula for working out Escalation at the beginning of 4<sup>th</sup> & 5<sup>th</sup> year of the contract:**

**Assumptions:**

Let the Transportation Rate at the end of 3<sup>rd</sup> year of the contract be **R** in Rs./MT/RTKM

Let **H** be the Retail Selling Price of HSD in Rs./Litre at the end of the 3<sup>rd</sup> year of the contract.

The **Fuel component F**, is given by:

**F = H ÷ (3.0) ÷ (18) in Rs/MT/RTKM for 18MT trucks, and**

**F = H ÷ (2.9) ÷ (21) in Rs/MT/RTKM for 21MT trucks**

**F = H ÷ (4.0) ÷ (7) in Rs/MT/RTKM for 7MT trucks plain road in North-East States for IOC**

**$F = H \div (2.5) \div (7)$  in Rs/MT/RTKM for 7MT trucks hilly road in North-East States for IOC**

**$F = H \div (3.5) \div (12)$  in Rs/MT/RTKM for 12MT trucks plain road in North-East States for IOC**

**$F = H \div (2.5) \div (12)$  in Rs/MT/RTKM for 12MT trucks hilly road in North-East States for IOC**

The **Non-Fuel Component N**, is given by:  **$N = (R - F)$**

The increment of 3.5 % is applied to **N**, which becomes **Nr**, given by:

$$Nr = (1.035) * N$$

**The Revised Rate would be:  $(R + Nr)$**

**Illustration:**

Let the Transportation Rate, **R** at the end of the 3<sup>rd</sup> year of the contract be **2.50 Rs/MT/RTKM** for 18MT capacity truck ( Say Y)

Let the Retail Selling Price of HSD, **H**, be Rs. 64 per Litre

The Fuel component in the above rate **F** is Rs.(64/3.0) /RTKM or Rs----/MT/RTKM ( for 18MT TT) ( say X)

The Non fuel component **N** = Y – X = Rs.-----/MT/RTKM ( Say Z)

Applying the increment of 3.50 % on Z ( Rs.----/MT/RTKM, we have:

$$Nr = 0.035 \times Z = \text{Rs. ----/MT/RTKM ( Say Z1)}$$

**The Revised rate for the 4th year would be:  $Y + Z1 = \text{Rs ----/MT/RTKM}$**

**NOTE: Similar escalation will be applied to the existing rates at the beginning of 5<sup>th</sup> year**

20. The Corporations reserve the right to accept or reject any or all Tenders in whole or in part and/or to divide the work amongst bidders in the manner considered suitable by the Corporation at the Corporation's sole discretion and without assigning any reason thereof. No counter terms and conditions will be accepted.
21. Complete details of bidder as regards organizational set up, name, address and contact number of the proprietor and each of the partners, the company and co-operative society financial stability, possession of tank trucks offered, past performance of the same or allied fields of operation etc should be given and submitted along with the Credential Bid.

22. Over and above the terms mentioned herein, the terms and conditions mentioned in the draft agreement attached herewith will be deemed to have been included under these terms and conditions and if there is any conflict between the terms mentioned herein and the terms mentioned in the draft agreement attached herewith, the terms mentioned in the Agreement will prevail.
23. FLEET / LOYALTY CARD : Successful bidders will be made member of IOC/BPC/HPC Fleet / Loyalty card ( As per respective Oil Companies) and in case of BPC / HPC , a minimum of 40% of the total transportation payment for the contract period will be paid through BPC Fleet / Loyalty card and through HPC Drive Track Plus Card respectively for upliftment of HSD from the respective Corporation's Retail Outlets(ROs). In case of IOC , respective Corporation's internal guidelines will be followed in respect of % age of transportation payment through Fleet / Loyalty card for upliftment of HSD from the respective Corporation's Retail Outlets(ROs).

## **9-Standard Taxation Condition under GST Law**

<b>Clause No.</b>	<b>Description</b>
	<b>DEFINITIONS</b>
1	Contractual period / Work Completion Period /Contractual Delivery Date / Contractual Completion Period shall mean the Scheduled Delivery / Completion Period as mentioned in the LOA (Letter of Acceptance) or Purchase Order or Work Order and shall also include approved extensions, if any.
	<b>GENERAL</b>
1	Where any portion of the GCC/any other section of tender, is repugnant to or at variance with any provision of the Standard Taxation Condition (STC), then the provision of the STC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
2	For the purpose of this STC, the term "tax" in addition to tax imposed under CGST (Central Tax)/SGST (State Tax)/IGST (Integrated Tax)/UTGST (Union Territory Tax)/ GST Compensation Cess Acts, also includes any duties, cess or statutory levies levied by central or state authorities.
3	<p>Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the final services (applicable to invoices raised on IOCL) within the contractual delivery date /period (including extension approved if any) shall be on IOCL's Account against submission of documentary evidence.</p> <p>Further , in case of delay in delivery of services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Seller's / Transporter's Account.</p> <p>Similarly in case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the Contract and the date of execution of activities under the contract, the Transporter shall pass on the benefit of such reduction to IOCL with the view that IOCL shall pay reduced duty/Tax to Govt.</p>
4	<p>It would be the responsibility of the transporter to get the registration with the respective Tax authorities. Any taxes being charged by the Transporters would be claimed by issuing proper TAX Invoice indicating details /elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with IOCL's registration number as applicable for particular supply on all invoices raised on IOCL.</p> <p>Transporter to provide the GSTIN number from where the supply is proposed to be under taken. Further the Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns provided in the technical bid.</p> <p>In case the transporter is falling under Unregistered category, the transporter should confirm the same.</p>
5	Transporter / Successful bidder's i.e Goods Transport Agency to issue consignment note to IOCL for transportation of goods undertaken by them.
6	In terms of notification no. 13/2017-Central Tax (Rate), dated 28-6-2017 (Sr. No. 1) as amended by Notification No. 22/2017-Central Tax (Rate), dated 22-8-2017, the liability to pay tax devolves on the recipients for supply of services (i.e IOCL) in case the goods transport agency (GTA) has not paid central tax @ 6% + State tax @ 6% / Integrated Tax @ 12%, in respect of transportation of goods by road.

Clause No.	Description
	Transporter Opting for discharge of tax on forward charge to specify the same in the columns provided in the technical bid.
7	<p>Transporter opting for discharge of tax under forward charge, to provide tax invoice as provided under rule 54(3) of CGST Rule 2017. Payment to Transporter would be released only on receipt of proper tax invoice wherever the tax liability is to be discharged by the Transporter under forward charge mechanism.</p> <p>Transporters opting for discharge of tax under forward charge to note that any reimbursement including toll charges if any paid to the transporter would attract tax as applicable for the main service. In case any charge which is to be paid by the Transporter, is paid by IOCL directly to the transporter's supplier, transporter to obtain details of such the amount from IOCL for making payment of tax on such amount.</p>
8	In case the transporter does not opt for discharge of tax on forward charge, then for evaluation purpose, tax payable by IOCL under reverse charge will be considered.
9	The transporter would be liable to reimburse or make good of any loss/claim by IOCL towards tax credit rejected /disallowed by any tax authorities due to non deposit of taxes or non updation of the data in GSTIN network or non filling of returns or non compliance of tax laws by the Transporter by issuance of suitable credit note to IOCL. In case, transporter does not issues credit note to IOCL, IOCL would be constrained to recover the amount including interest payable alongwith Statutory levy/Tax, if any, payable on such recovery.
10	<p>Any recovery towards shortage of quantity and/or variation in quality will be made along with applicable tax on such recovery through a tax invoice/debit note.</p> <p>Any recovery towards in the nature of penalty would also attract applicable tax and would be recovered through a tax invoice/debit note.</p>
11	Tax element on any Debit Note / Supplementary invoice, raised by the transporter will be reimbursed by IOCL as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Transporters to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
12	The transporter will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Transporter shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by IOCL.
13	<p>The transporter opting to pay tax on forward charge basis to charge tax based on the place of supply provisions.</p> <p>In case, IOCL's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the transporter is liable to make good the loss suffered by IOCL by issuance of suitable credit note to IOCL. In case, transporter does not issue credit note to IOCL, IOCL would be constrained to recover the amount including interest payable alongwith Statutory levy, if any, payable on such recovery.</p>
14	In case the transporter is falling under Unregistered category, then GST liability, if any, on IOCL will be included for the purpose of evaluation.
15	In case, IOCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost.

Clause No.	Description
16	IOCL shall reimburse GST levied as per invoice issued by the Transporter as prescribed under section 31 of the CGST Act and respective states and Rules.
17	To enable IOCL to avail ITC, the transporter/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to GST reimbursed by IOCL on materials sold to IOCL.
18	Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.
19	The transporter has to comply with all the provisions of the GST law with respect to movement of goods specially in relation of e-way bills.



**10- DOCUMENTS TO BE UPLOADED**  
**(Annexure I to XIV)**

**STATEMENT OF CREDENTIALS**

Tenderer should fill in below mentioned details along with the Technical bid. **(NON- COMPLIANCE OF ANY DETAILS WILL MEAN INCOMPLETE TENDER)**. Please state "**NOT APPLICABLE**" in case you have no positive answer. For example, if you are not a proprietary firm, then please state "**NIL**" or "**NOT APPLICABLE**" against item No. (B) 1 below instead of keeping the same blank.

S. No	Particulars	Vendor's response
1	Name and address of the Bidder:	
2	Contact Nos.: Land line and Mobile No.	
3	Fax & E-Mail, if any:	
4	Name of Contact Person:	
5	PAN number	
6	Nature of the firm ( state whether Limited Co. Partnership, Co-operative Society or Sole Proprietor)	
7	Year of Establishment	
8	Registration No. Of Company or Firm	
9	Sole Proprietorship?	
	If yes, Give name of the Proprietor	
10	Partnership firm?	
	If yes, Give names of the Partners	
11	Private or Public Limited Company?	
	If yes, Give list of Directors.	

**DETAILS OF TRUCKS QUOTED**  
**ANNEXURE-II**

IOC/BPC/HPC

Name of the Bidder :

TENDER NO.  

Number of registered  
trucks Offered:

IN FIGURES

S. N.	RTO Regist arton No.	Address of Registerin g RTO	Engine No.	Chassi s No.	RLW in KG	ULW in KG	Capacity in KG ( RLW- ULW )	Relation ship with the bidder	Owne d / attach ed	PESO licenses details	In case of attached , whether affidavit submitted	
											Yes	No
1												
2												
3												
4												
5												
6												
7												
....												

- Legible Photocopies of RC book, PESO licenses & PESO approved tank drawing to be uploaded.
- For entering the details, excel file as per Annexure-II to be updated and uploaded.



**UNDERTAKING –TO BE SUBMITTED ALONGWITH TECHNICAL BID**

**Name of Work:**

**Tender No:**

**We confirm that we have quoted the rates in this Tender considering inter-alia the**

- 1.** Tender Documents
- 2.** Additional Documents (if any)
- 3.** Price-Bid Document
- 4.** Corrigendum ( if any)
- 5.** Pre-Bid Meeting minutes (if any)

**We** \_\_\_\_\_ (Name of the Tenderer )hereby certify that we have fully read and thoroughly understood the Tender requirements and accept all terms and conditions of the Tender including all corrigendum/addendum , if any and minutes of the pre bid meeting. In event of our offer found technically acceptable and contract is awarded to us, the complete Tender document shall be considered for constitution of the Contract Agreement.

**Signed for and on behalf of Tenderer(s)**

**Name of Tenderer(s)**

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

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

**Seal & Signature of Tenderer**

**NOTE: This declaration should be signed by the Tenderers authorized representative on COMPANY LETTERHEAD who is signing the Bid and scanned copy to be uploaded.**

**CATEGORY DECLARATION FOR THE BID**  
**(To be given by bidder on Letter Head)**

To:

-----

-----

Dear Sir,

SUB: Transportation of Bulk LPG by Road.

TENDER NUMBER : -----

In response to your notice inviting Tender for above, we confirm our declaration of category & Option for GST to be considered for the bid submitted by us having carefully read, studied and understood various terms and conditions /documents downloaded with the Tender.

MSE GENERAL

☐

MSE – SC

☐

MSE – ST

☐

SC

☐

ST

☐

SC -UNDER SUIS

☐

ST- UNDER SUIS

☐

GENERAL

☐

GST to be considered

RCM

FCM

**NOTE:**

- i. Bidders are advised to give category declaration mandatorily as given above and only one category should be selected by giving a tick mark (✓) in the relevant box. Category once chosen by a bidder cannot be changed after bid submission.
- ii. If a bidder claims exemption of EMD and does not upload the requisite documents, bid will be liable to be rejected.
- iii. If the bidder does not give category declaration in the Annexure-IV or the bidder is not eligible for the category declared, they shall be re-evaluated and categorized by respective OMC based on the documents submitted in the Tender, which will be binding on the bidder.
- iv. RCM : Reverse charge Mechanism , FCM: Forward Charge Mechanism . If no tick against GST box , then it will be considered as RCM.

**(SIGNATURE OF THE BIDDER & RUBBER STAMP)**

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

**Address :** \_\_\_\_\_

**AFFIDAVIT FOR ATTACHED TRUCKS**

(On a non judicial stamp paper of requisite value duly verified by Notary Public)

**TO BE OBTAINED FROM THE OWNER OF ATTACHED TRUCKS**

I, \_\_\_\_\_ son / daughter / wife of Shri \_\_\_\_\_  
 \_\_\_\_\_ aged \_\_\_\_\_ resident of \_\_\_\_\_  
 \_\_\_\_\_ do hereby solemnly affirm and declare as under.

1. That Shri./Smt. \_\_\_\_\_ Proprietor / partner of  
 firm \_\_\_\_\_ is my  
 \_\_\_\_\_ ( \_\_\_\_\_ state \_\_\_\_\_ relationship).
2. That I am the owner of the truck No. \_\_\_\_\_ bearing engine  
 No. \_\_\_\_\_ chassis No. \_\_\_\_\_ make and  
 Model \_\_\_\_\_.
3. That I have attached the above mentioned truck with  
 M/s \_\_\_\_\_ who is participating in the Tender  
 floated by M/s IOC/ M/s BPC/ M/s HPC under operation with M/s IOC/ M/s BPC/ M/s HPC till  
 the validity of the contract awarded to  
 M/s \_\_\_\_\_.
4. That I have not attached the above mentioned truck with any other bidder.
5. That the subject truck is not involved in any legal litigation other than routine cases of road  
 accidents or any violation of Motor Vehicle Act.
6. That subject truck has not been blacklisted so far by any Oil Company.
7. I further confirm that during the pendency of the agreement which may be signed between  
 M/s ----- ( mentioned at 1 above) and IOCL/ BPCL/HPCL for transportation of bulk  
 LPG, I will not allow my aforesaid vehicles to be used for any purpose other than the  
 purpose of transporting bulk LPG by any person other than  
 M/s \_\_\_\_\_ and I will not withdraw the said vehicles during the  
 contract period without prior intimation to M/s ----- ( mentioned at 1 above) in  
 writing.

**DEPONENT**

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

**DEPONENT**

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

**UNDERTAKING FOR TRUCKS OFFERED**

(On a non judicial stamp paper of requisite value duly verified by Notary Public)

We solemnly affirm and declare as under :

1. That the fleet offered (owned as well attached trucks, if any) under Tender no. \_\_\_\_\_ to M/s IOC/ M/s BPC/ M/s HPC is not under contract/ has not been withdrawn from any other contract with any other Oil Company as on the expected date of start of contract under this Tender mentioned in the covering letter of this Tender.
2. That the fleet offered (owned as well attached trucks, if any) under this Tender to M/s IOC/ M/s BPC/ M/s HPC has not been offered to any Oil Company for their acceptance and the said offer is still open for acceptance at the time of submission of this Tender.
3. That the Vehicles (owned as well attached trucks, if any) under reference are not attached with any other Transporter and have not been withdrawn without their written prior consent.
4. That the subject Vehicles (owned as well attached trucks, if any) are not involved in any legal litigation other than routine cases of road accidents or any violation of Motor Vehicles Act.
5. That we have not been black listed so far by any Oil company.
6. That at the sole discretion of the Corporation, the number/ utilization of trucks offered/ accepted (owned as well attached trucks, if any) by the Corporation can be increased or decreased as per the requirement at the plant.
7. It is also confirmed that none of the Partners/Directors/Proprietor of this firm are retired as a Director from the services of the Corporation within last two years preceding from the closing date of the Tender i.e. during \_\_\_\_\_ to \_\_\_\_\_ ( Closing date of Tender).
8. It is also confirmed that none of the Partners /Directors / Proprietor has been convicted in criminal cases or blacklisted or action for termination of contract / withdrawal of LOI / Work Order have been taken for malpractices while undertaking transportation job, by any of the PSU Oil Companies.
9. I hereby confirm that in case of breach of the agreement or undertaking given by me in the manner aforesaid for all the trucks (owned as well attached trucks, if any) offered by me, and if IOCL/ BPCL/HPCL suffer any loss or damage, irrespective of any other right and liberty IOCL/ BPCL/HPCL may have to proceed against any other person(s), IOCL/ BPCL/HPCL will have the right to claim such damage from me and I will be liable to make good such loss or damage suffered by IOCL/ BPCL/HPCL for committing any breach of the aforesaid undertaking.

I/We further confirm that in case, any of the information noted above or furnished in the Tender document found to be untrue or incorrect at any stage i.e. at the time of evaluation of Tender or after finalization of contract, Corporation shall have right to reject our Tender and/or terminate the contract including termination of the contract and forfeiture of the Earnest Money/Security Deposit.

We also undertake that should there be any action against Corporation resulting in damages of whatsoever nature to Corporation on account of award of contract in our favour on the basis of misrepresentation, we shall keep the Corporation completely indemnified against all the losses/ damages, litigations, court actions etc.

**SIGNATURE OF BIDDER WITH SEAL**



**DETAILS OF RELATIONSHIP WITH CORPORATION'S DIRECTOR ETC.**

Vendor should furnish following details in the appropriate part based on their organizational structure.

Organizational Structure	Part of the form applicable
Sole Trader	Part-A
Partnership	Part-B
Company Private/ Public Ltd.	Part-C

**PART-A****(APPLICABLE WHERE TENDERER IS SOLE PROPRIETOR)**

1.	Name of Vendor	
2.	Office Address	Residence Address
3.	State whether Vendor is related to any Director/(s) of the Corporation.	Yes/No*
4.	If 'Yes' to 3, state the name of Corporation's Director and Vendor's relationship with him/her.	

- Strike out whichever is not applicable.

**PLACE :**

**DATE :**

PART-B

**(APPLICABLE WHERE THE TENDERER IS A PARTNERSHIP FIRM)**

1.	Name of the Partnership firm responding to the Tender	
2.	Address	
3.	Name of Partners	
4.	State whether any of the partners is a Director of the Corporation.	Yes/No*
5.	If 'Yes' to 4 state the name(s) of Corporation's Directors.	
6.	State whether any of the partners is related to any of the Director(s) of the Corporation.	Yes/No*
7.	If 'Yes' to 6, state the name(s) of Corporation's Director and the concerned partner's relationship with him/her.	

- Strike out whichever is not applicable.

PLACE :

DATE :

**PART-C**  
**( APPLICABLE WHERE THE TENDERER IS**  
**A LIMITED / PRIVATE LTD.CO/ CO. OPEARTIVE SOCIETY )**

1.	Name of the Company responding to the Tender	
2.	Address of : a) Registered Office: b) Principal Office:	
3.	State whether the Company is a Pvt. Ltd. Co. or Public Ltd., Co. or Co- operative Society	
4.	Names of Directors of the Company	
5.	State whether any of the Directors of the Tenderers Company is a Director of Corporation.	Yes/No *
6.	If 'Yes' to (5) state the name(s) of Corporation's Directors	
7.	State whether any of the Director of the Tenderer Company is related to any of the Director's of the Corporation.	
8.	If 'Yes' to (7) state the name(s) of Corporation's Director and the concerned Director's (of the Tenderer Co.) relationship with him/her.	

- Strike out whichever is not applicable.

**PLACE :**

**DATE :**

### ***DECLARATION 'D'***

Tenderer is required to state whether they have employed any retired Director and above rank officer of Corporation in their firm. If so, details hereunder to be submitted :

1. Name of the Person :
2. Post last held in Corporation :
3. Date of retirement :
4. Date of employment in the firm :

TENDERER'S SIGNATURE & SEAL

DATE :

PLACE :

N.B.

1. A separate sheet may be attached, if the above is not sufficient.
2. Strike out whichever is not applicable. If the Tenderer employs any person subsequent to signing the above declaration and the employee/s so appointed happens to be the near relatives of the Officer / Director of the Corporation / Central / State Governments, the Tenderer should submit another declaration furnishing the name/s of such employee/s who is / are related to the officer/s of the Corporation / Central / State Governments.

**SC/ST CERTIFICATE**

A Bidder who claims to belong to one of the Scheduled Castes/Scheduled Tribes should submit in support of his claim a copy of certificate issued preceding the date of Tender opening for the Bulk LPG Transportation contract in the form given below, of the District in which his parents (or surviving parents) ordinarily resides who has been designated by the State Government concerned as competent to issue such a certificate. If both his parents are dead, the officer signing the certificates should be of the district in which the Bidder himself ordinarily resides otherwise than for the purpose of his own education. The following standard format is to be used for the purpose.

1. This is to certify Shri / Shrimati / Kumari.....  
son / daughter\* of.....of village/  
town\*.....in District/Division\*.....  
of the State/Union Territory\* of.....belong to the  
.....Caste/Tribes and his / her religion is.....which is  
recognized as a Scheduled Castes / Scheduled Tribes under:

The Constitution (Scheduled Castes) Order, 1950\*

The Constitution (Scheduled Tribes) Order, 1950\*

The Constitution (Scheduled Castes) (Union Territories) Order, 1951\*

The Constitution (Scheduled Tribes) (Union Territories) Order, 1951\*

(As amended by the Scheduled Castes and Scheduled Tribes Lists (Modification) Order, 1956, The Bombay Reorganisation Act, 1960. The Punjab Re-organisation Act, 1966, The Himachal Pradesh Act, 1970, The North Eastern Area (Reorganisation) Act, 1971 and Scheduled Tribes Orders (Amendments) Acts, 1976.)

the Constitution (Jammu & Kashmir) Scheduled Castes Order, 1956\*

the Constitution (Andaman & Nicobar Islands) Scheduled Tribes Order, 1956\*

the Constitution (Dadar and Nagar Haveli) Scheduled Castes Order, 1962\*

the Constitution (Pondicherry) Scheduled Castes Order, 1964\*

the Constitution (Scheduled Tribes) (Uttar Pradesh) Order, 1967\*

the Constitution (Nagaland) Scheduled Tribes Order, 1970\*

The Constitution (Sikkim) Scheduled Castes Order, 1978\*

The Constitution (Sikkim) Scheduled Tribes Order, 1978\*

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

The certificate is issued on the basis of the Scheduled Castes / Scheduled Tribes. Certificate issued to Shri / Smt\*.....father / mother of Shri / Smt /Kumari\*.....in the District / Division.....of the State / Union Territory\* .....who belongs to the .....Caste / Tribe\* in the State / Union Territory\*.....Issued by the.....(Name of prescribed authority) vide their No.....Dated.....

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

Place: .....State / Union Territory.

Signature :.....

Date :.....

Designation:.....

(with seal of office)  
State/Union Territory\*

\*Please delete the words which are not applicable.

2 / 3 Delete the paragraph, which is not applicable.

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

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

1. **District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner Deputy Collector / Ist Class Stipendary Magistrate / City Magistrate / Sub - Divisional Magistrate / Taluka Magistrate / Executive Magistrate / Extra Assistance Commissioner (Not below the rank of ist Class Stipendary Magistrate).**
2. **Chief Presidency Magistrate / Additional Chief Presidency Magistrate / Presidency Magistrate.**
3. **Revenue Officer not below the rank of Tehsildar.**
4. **Sub – Divisional officer of the area where the candidate and / or his family ordinarily resides.**
5. **Administrator / Secretary to the Administrator / Development Officer (Lakshadweep Islands).**

## (ON A STAMP PAPER OF RIQUISITE VALUE &amp; DULY NOTORISED)

## GENERAL POWER OF ATTORNEY

We, the undersigned 1.Sh ..... 2 Sh.  
 ..... 3. Sh..... all residing  
 at.....the proprietor  
 /partners/ Directors of M/s.....having its  
 registered office at.....  
 do hereby nominate, authorise and appoint Shri.....  
 s/o.....r/o..... who is to act as attorney of our firm  
 M/s.....with full power and authority to exercise the following  
 powers or any of them on our behalf and on behalf of our firm.

1. To sign, seal, execute, perfect and/or complete the tender document of transportation of petroleum products and also other relevant documents required by M/s Indian Oil Corporation Limited / M/s Bharat Petroleum Corporation Limited / M/s Hindustan Petroleum Corporation Limited (hereinafter called the Company) in respect thereof.

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

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

4. To do all acts, deeds, as may be necessary for and incidental to the execution of proper performance of the said Transport Contract Agreement with the IOC /BPC/HPC.

I/We the said Proprietor/ Director / Partner do hereby agree to allow, verify and confirm all and whatsoever the said Shri..... shall or may do or cause to be done in or about the said tender and the Transport Contract Agreement, the execution and proper performance thereof by virtue of these presents.

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

In witness whereof, we have hereunto set and subscribed our hands at

.....this.....day.....of.....two thousand.....

Signed , sealed & delivered by the within named                      Signatures

1.

Shri.....

Proprietor /      Director / Partner

2.

Shri.....

Proprietor /      Director / Partner

3.

Shri.....

Proprietor /      Director / Partner

Signature of the Tenderer with seal                      WITNESSES

Accepted by                      NAME                      SIGNATURE (Signature of GPA

Holder )                      1 .

Before me                      2.

Notary 's Stamp

Duly Notorised



**PROFORMA' FOR CONFIRMATION ON APPLICABILITY OF "MICRO & SMALL ENTERPRISES DEVELOPMENT ACT, 2012 (MSE ACT 2012)"**

1. We confirm that provisions of "Micro & Small Enterprises Development Act 2012 ('MSED') are applicable to us and our organization falls under the definition of :

a. Micro Enterprise - ( )

b. Small Enterprise - ( )

(Please put a tick in the appropriate box)

2. Copy of proof of valid document / certificate (indicating registration no.) of being a Micro / Small Enterprises are enclosed.

Place :

Date :

Signature of Authorized Signatory

Name :

Designation :

Seal :

Note : In case above Format along with proof of valid document / certificate (indicating registration no.) is not submitted in offer, it will be presumed that your organization is not a micro or small enterprises as per the provisions of MSED Act 2012 and consequently you will not be eligible to the benefits admissible under the MSED Act 2012.

**PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING****In the case of a Proprietary Concern:**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s \_\_\_\_\_ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partner, are presently or have during the past three years, been placed on any black list or holiday list declared by IOC/BPC/HPC Or by any department of any Government(State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country nor is there pending any inquiry by IOC/BPC/HPC Or any Department of the Government or by any Public Sector Organization in Indian or in any other country in respect of any corrupt or fraudulent practice(s) against me or any other or my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

(Here give particulars of blacklisting or holiday listing, an/or inquiry and in absence thereof of state "NIL")

**In the case of a Partnership Firm:**

We hereby declare that neither we, M/s \_\_\_\_\_, submitting the accompanying Bid/Tender nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently are or within the past three years have been or has been placed on any blacklist or holiday list declared by IOC/BPC/HPC Or by any department of Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country nor there is any pending inquiry by IOC/BPC/HPC Or by any Department of any Government(State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country, in respect of corrupt or fraudulence practice(s) against us or any partner or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below:

(Here give particulars of blacklisting or holiday listing and/or inquiry and in the absence thereof state "NIL").

**In the case of Company:**

We hereby declare that neither we or a parent, subsidiary or other company under direct or indirect common parent(associate company) are presently nor have within the past three years been placed on any holiday list or black list declared by IOC/BPC/HPC Or by any Department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other Country: and that there is no pending inquiry by IOC/BPC/HPC Or by any Department of any Government(State, Provincial, Federal or Central) or any Public Sector Organization in any country against us or a parent or subsidiary or associate company as aforesaid in India or in any other country, in respect of corrupt or fraudulent practice(s), except as indicated below:

(Here give particulars of black listing or holiday listing and/or inquiry and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, IOC/BPC/HPC Shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to IOC/BPC/HPC.

Place  
Date

Signature of Bidder with Seal  
Name of Signatory

**Covering Letter required to be signed and submitted by the bidder  
(For Tenders having estimated value more than Rs. 10 Crore)**

Ref :  
Dated:

To,

IndianOil Corporation Limited

-----

-----

Sub: Submission of Offer for Tender no. for

The Bidder acknowledges that Indian Oil Corporation Limited (IOC) has signed the MOU with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the Tender document.

The Bidder agrees that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the enclosed Integrity Agreement, which is an integral part of Tender documents, failing which the bidder will stand disqualified from the Tendering process.

The Bidder acknowledges that the Bid would be kept open in its original form without variation or modification for a period of days (state the number of days from the last date for the receipt of Tenders stated in the NIT) AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bid is finally accepted by IOC. The Bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, IOC shall have unqualified, absolute and unfettered right to disqualify the bidder and reject the Bid in accordance with the terms and conditions of the Tender.

Yours faithfully

(Duly authorized Signatory of the Bidder)

(Note - One copy of this letter along with the Integrity Agreement duly signed must be returned alongwith offer).

## **INTEGRITY AGREEMENT** **( For contracts above Rs. 10 Crores )**

**To be executed on plain paper and submitted along with Technical Bid/Tender documents for Tenders having a value of 10 crores or more. To be signed by the bidder and same signatory competent/authorised to sign the relevant contract on behalf of IOC.**

**( Marketing Division)**

**Tender no. : \_\_\_\_\_**

### **INTEGRITY AGREEMENT**

This Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN

Indian Oil Corporation Limited, a company duly incorporated and validly existing under the provisions of Companies Act, 1956 and having its registered office at Indian Oil Bhavan, 9, Ali Yavar Jung Marg, Bandra (East), Mumbai 400051 (hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

And

.....(name and address of the Individual/firm/Company/consortium members through \_\_\_\_\_(mention details of duly authorized signatory) hereinafter referred to as the "Bidder/Transporter" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.

### **Preamble**

WHEREAS the Principal/Owner has floated a Tender (Tender No. : \_\_\_\_\_) (hereinafter referred to as "Tender") and intends to award, under laid down organizational procedures, contract/s purchase order/work order for .....(name of contract/order) or items covered under the Tender hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Transporter(s).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEM), to monitor the Tender process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesseth as under:

## **Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal/ Owner, personally or through any of his/her family members, will, in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2-Commitments of the Bidder(s)/Transporter(s)**

- 1) The Bidder(s)/Transporter(s) commits himself 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(s)/Transporter(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other 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(s)/Transporter(s) will not enter with other Bidder(s) 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 cartelize in the bidding process.
  - c) The Bidder(s)/Transporter(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Transporter(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or document provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(S)/Transporter(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(S)/Transporter(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a Tender but not both. Further, in cases where an agent participates in a Tender on behalf of one manufacturer, he would not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel Tender for the same item. Copy of CVC guidelines dated 21/4/2004 is annexed hereto as **Annexure A**.
  - e) The Bidder(s)/Transporter(s) will, when presenting his bid, disclose (with each Tender as per proforma enclosed) 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(s)/Transporter(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Article 3. Disqualification from Tender Process and exclusion from future contracts**

1. If the Bidder(s)/Transporter(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner is entitled to disqualify the Bidder(s)/Transporter(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/ Transporter from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Principal/Owner.
2. The Bidder/ Transporter accepts and undertakes to respect and uphold the Principal/Owner's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal/Owner may take action for banning of business dealings/holiday listing of the Bidder/Transporter as deemed fit by the Principal/Owner.

### **Article 4-Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(/Transporter(s):

- 1) **Forfeiture of EMD/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3, the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the Earnest Money Deposit/ Bid-Security amount of the Bidder/Transporter.
- 2) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Transporter , or of an employee or a representative or an associate of a Bidder or Transporter which constitutes corruption within the meaning of PC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to the Chief Vigilance Officer.

## **Article 5- Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anti-corruption 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 action can be taken for banning of business dealings/ holiday listing of the Bidder/ Transporter as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Transporter can prove that he has resorted \recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion as per laid down organizational procedures, revoke the exclusion prematurely.

## **Article 6- Equal Treatment of all Bidders/Transporters/Subtransporters**

- 1) The Bidder(s)/Transporter(s) undertake(s) to demand from all subtransporters a commitment in conformity with this Integrity Pact. The Bidder/Transporter shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-transporters,/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Transporters.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

## **Article 7-Independent External Monitor (IEM)**

- 1) The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) 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 Pact.
- 2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, Indian Oil Corporation Limited.
- 3) The Bidder(s)/Transporter(s) accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Transporter. The Transporter will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Transporter's project documentation. . The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Transporter(s)/Subtransporter(s) with confidentiality.
- 4) In case of Tenders having estimated value of Rs 150 Crores or more, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.
- 5) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 6) The IEM will submit a written report to the Chairman, Indian Oil Corporation Limited within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the IEM has reported to the Chairman, Indian Oil Corporation Limited a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman, IOC has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Commissioner.
- 8) The word "IEM" would include both singular and plural.

#### **Article 8- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Transporter/Vendor 12 months after the completion of work under the Contract or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

If any claim is made/lodged during the 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 the Chairman, IOC.

#### **Article 9-Other Provisions**

- 1) This Pact is subject to Indian law, place of performance and jurisdiction is the Head Office/Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Transporter is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this Agreement/Pact or interpretation thereof shall **not** be subject to arbitration.

#### **Article 10- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Pact.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses:

---

(For and on behalf of Principal/Owner)

---

(For and on behalf of Bidder/Transporter)



WITNESSES:

1. \_\_\_\_\_ (signature, name and address)

\_\_\_\_\_

2. \_\_\_\_\_ (signature, name and address)

\_\_\_\_\_

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the last part of the Agreement.

Format for giving consent & Bank Details.

(Details to be provided on Vendor's Letter Head)

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

M/s. IOC/BPC/HPC,  
(Address of Region / Zonal Office)  
Dear Sir,

We hereby agree to accept the payments of all our bills through NEFT/ RTGS / Internet. The desired bank details are given below:

1.	Beneficiary Name	
2.	PAN No.	
3.	Vendor Code	
4.	Name of Bank (to which payment is to be sent)	
5.	Branch Name	
6.	Address of the Branch	
7.	STD Code & Telephone no of the branch	
8.	Branch Code	
9.	9 digit code of the bank & branch as appearing on the MICR Cheque. (Please ensure that the MICR Code should not start with ZERO) Copy of a cancelled cheque must be enclosed)	
10.	Bank account number (as appearing on the cheque book)	
11.	Account type (SB/CA/CC)	
12.	Branch IFSC Code	
13.	E-mail address of the vendor	
14.	Mobile Number of the Bidder	

Please attach a blank cancelled cheque or photocopy of a cheque issued by your bank relating to your above account for verifying the accuracy of the account.

I hereby declare that the particulars given above are correct & complete.

Signature and seal of Bidder

## 11- TRANSPORTATION CONTRACT AGREEMENT

### INDIAN OIL CORPORATION LIMITED TRANSPORTATION CONTRACT AGREEMENT FOR MOVEMENT OF BULK LPG BY ROAD

TENDER NO. -----

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

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

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

OR

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

OR

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

(\*\* Strike out whichever is not applicable)  
of the OTHER PART.

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

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

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

**DEFINITIONS:**

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

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

1. The Transporter hereby agrees to provide as and when required by the Corporation, \_\_\_\_\_ number of tank trucks, detailed particulars whereof are given in the Annexure hereto annexed and marked Annexure \_\_\_\_\_ and being treated as a part of this Agreement, to the Corporation within 15 days or such extended period as may be permitted by the Corporation at its sole discretion from the date of issuance of the letter accepting the rate offered by the Transporter for utilization of the same for transportation of Bulk LPG by road as may be directed by IOC/BPC/HPCL from any loading base to any unloading base of the State and the Corporation agrees to take such tank trucks for utilization of the same on the terms and conditions contained hereinafter.

2. The tank trucks to be provided by the Transporter should be owned by or attached to him and should be fit to transport Bulk LPG by road.
3. The Transporter will ensure that:
  - (a) Trucks expected to be operated/loaded for movements from Mumbai/ BPCR/HPCR, should not be more than 7 years old and in case of NCR should not be more than 9 years as on closing date of tender. In case sufficient number of such tank trucks are not available during the period of contract, Corporation may either request the Transporter for replacement of the offered trucks to meet the requirement or take suitable measures to meet such requirement.
  - (b) Tank trucks provided are sound and conform to the prevailing Motor Vehicles Act including amendments, in excellent and efficient working conditions without worn out tyres, having fitness certificate from local State / Regional Transport Officer valid at all times during the entire contract.
  - (c) the tank trucks provided, complete with all fittings, shall conform to the Rules pertaining to the transportation of the LPG under Static and Mobile Pressure Vessels (unfired) Rules 1981 and all amendments thereto, specifications as laid down by the concerned Statutory Authority, OISD. The pressure vessel should be designed, constructed and tested in accordance with the Indian Standards IS: 2825/BS 5580 as amended from time to time. The tank trucks should also comply with the requirement of the prevailing Motor Vehicle Act and the prevailing Central Motor Vehicle Rules and requirement as per Public Liability Insurance Act and amendments thereto issued from time to time and/or any applicable Act/Rules or any amendment or re-enactment thereof from time-to-time.
  - (d) minimum 5 mm thick guard plate is provided for valve box cover with sealing arrangement in order to protect the valve/fittings from impact.
  - (e) Suitable sealing arrangement for all valves to be made as directed by the contracting corporation.
  - (f) Provision of Vehicle Tracking System (VTS) in Tank Truck is mandatory. Suitable VTS linked to GPS will be installed in each truck in order to ensure safety and safe movement of the trucks, to ensure that the trucks ply on pre-planned routes, to reduce chances of pilferage of product, etc. Respective Corporation will install VTS through a service provider at the cost of Transporter and the same will be recovered from the transportation bills of the Transporters. The indicative monthly cost towards VTS would be either Rs.500/- month/ tank truck (approx.) for service model or Rs.400/- per month per truck (approx.) and Rs.6000/- per truck (approx.) towards VMU cost for CAPEX model (Capital expenses), which is recoverable from the Transporters. Applicable Goods

& Service tax on the monthly charges will also be recovered from the Transporters. In case it is established that the Vehicle Mounting Unit (VMU) has been damaged by the transporter's crew thus obstructing the monitoring of VTS in a particular truck then the cost of VMU along with GST will be recovered from the transporter in order to replace the damaged VMU. In other cases of defects, there will be no recovery on account of replacing the defective VMU.

The VTS will have provision to generate exception reports on parameters such as permitted speed, deviations if any from approved routes, time etc. as and when required. It will be compatible to integrate with monitoring system of State Govt./ Oil company including by giving SMS alerts and any other related MIS required by the respective Oil Company.

This right of non usage, the right to collect damages, etc. are over and above the rights available to the Oil Company under the provisions of the INDUSTRY LPG TRANSPORT DISCIPLINE GUIDELINES and under the Law.

- (g) the spark arrestor and fire extinguishers of the tank trucks are checked on a monthly basis and to ensure that the same are in perfect working condition all the times. The CCOE approved spark arrestor should be welded to the exhaust pipe unless exempted by PESO as per specific models.
- (h) no change in the ownership of the tank trucks owned by / attached to the transporter, as mentioned in the LOI/LOA/Work Order hereto and/or the arrangement on which the tank trucks are attached, take place during the pendency of the contract without obtaining prior written consent from the Corporation as given in clause no. 20 of this agreement.
- (i) the Bulk LPG is delivered at the destination promptly within the prescribed delivery periods as may be intimated by the Corporation from time to time.
- (j) the crew comply with all the requirements of the Motor Vehicles Act and the said crew are given proper training on fire fighting and that they wear Personal Protective Equipments like Hard hats (SAFETY HELMETS) and safety shoes etc. to avoid any accidental injuries to themselves while inside the Refinery / loading sources / unloading locations/Plant premises and observe all safe practices as per the instructions given by IOC/BPC/HPC from time to time.
- (k) all necessary route permits or away bills for plying the vehicles within the state or inter-state routes, if required, for the transportation of LPG are obtained at their own cost and are available with the tank trucks at all times.

- (l) tank trucks are not unauthorisedly parked within Refinery / loading source /Bottling Plant premises , and no truck shall be left unattended at any point of time.
- (m) Insurance Cover is obtained from any Insurance Company as per Central Motor Vehicles Act for each tank truck AND shall keep the policy in force at all times during the pendency of the contract. The insurance cover will be for covering minimum Third Party risk and Public Liability. The Transporter/s shall produce original insurance policy and proof of payment of all insurance premia and charges in respect thereof for the verification of the Corporation as and when demanded by the Corporation AND shall renew all such insurance cover at least seven days before the expiry thereof. AND should the Transporter fail to insure the Tank Truck/s to the satisfaction of the Corporation/s as described herein, the Corporation/s shall be entitled to refuse to load, or utilize such Tank Truck/s.
- (n) no child or bonded labour is engaged for handling the work in connection with this contract or contravene any of the Government Rules and Regulations in this regard.
- (o) no person in the vehicle smokes and no fire or ignition takes place in the vicinity of the vehicle.
- (p) no other goods are carried in the vehicle either in loaded or empty condition.
- (q) the tank truck does not carry any person in cabin other than the authorized crew of the Transporter .
- (r) As a safety measure, Anti Lock Brake System (ABS) should be provided in all vehicles covering the entire vehicle, i.e. Trailer and tractor. In case the vehicle is not having ABS, then maximum allowable time limit is one months from the date of placement of LOI, failing which the vehicle will not be utilized and action as per TDG will be taken.
- (s) Speed governor to be fitted in all vehicles mandatorily.
- (t) Three point seat belt to be provided in each of the tank truck irrespective of any model.
- (u) Large rear view mirrors have to be fitted in each tank truck on either sides.
- (x) Any other applicable Act/Rule or any other amendment or re-enactment thereof as per specific State / Central Authorities , if any from time to time .

- ( y) All trucks offered have to be fitted with Internal Excess Flow Check Valves (IEFCV) as per PESO guidelines.
- (z) The body of a tanker carrying dangerous or hazardous goods shall be painted in white colour with a dry leaf brown ribbon of 5 centimeters width around in the middle of the exterior and that of the driver's cabin in orange colour ( Rule 90(1) of the CMVR , 1989.
- (aa) Fixing of retro –high-intensity grade reflective stickers white tape with 7 cm width in the front of prime mover , yellow colour on both sides in the same width and red colour tape with 7 cm width throughout at rear side for better visibility in poor light condition.
- (ab) There should not be any mobile re-charging facility in the cabin.
- (ac) Any other applicable Act/Rule or any other amendment or re-enactment thereof as per specific State / Central Authorities , if any from time to time .
- (ad) Visual Manifestation Standards (VMS) :All the Trucks to be inducted in this tender will have to comply with the VM standards of respective Oil Companies, i.e. PU Coating of the tank truck with vinyl stickering. To maintain uniformity in the VMS, successful bidders have to comply the VMS by carrying out the work from the vendor as advised by the respective OMCs in the LOI/LOA. Payment in this respect will be directly made by the bidders to the party, the cost of which is included in the transportation rate.

Visual Manifestation (VM) Design: The VM has been designed with PU (Poly-Urethane) painting and vinyl stickering of the concerned Corporation's logo as well as other details as per Statutory norms. The life of the painting as well as stickering will be for five years. Indicative cost towards VM Design would be Rs.65000/- approximately. List of Vendor(s) for VM Design will be mentioned in the LOI/LOA. Detailed specifications as well as VM design of respective Corporation will be provided at the time of placement of LOI.

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



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

3. The Transporter will ensure that:

- a) no repairs , additions or alterations to any pressure vessel (LPG Bullet) is carried out unless the proposed repairs, additions or alterations and their method of execution have been approved in advance and in writing by CCE. After approval, such repair shall be carried out in the manner and by practices permissible under code IS – 2825 / BS 5500.
- b) Complete record of repairs, additions or alterations are maintained and made available to CCE, and his/her permission is obtained before re-commissioning of pressure vessel.
- c) mechanical repairs are undertaken at a safe place, with the crew in attendance.
- d) all fittings are maintained in complete and good condition.
- e) Contracted Oil Companies' specified Logo, Safety Instructions and painting scheme etc. are painted/ pasted/ stenciled on the body of the tank truck/s as directed by the respective Contracted Oil Company's from time to time, including Notices regarding

Classification of Cargo in accordance with the Central Motor Vehicle Act, 1988, and all amendments thereto.

- f) the crew of the tank truck/s carry the Transport Emergency Card (TREM Card) and any other specified references issued by the Corporation, at all times.
- g) all tank truck/s carry the safety kit and First Aid kit as per relevant OISD std. and any applicable statutory guidelines including PESO. Any guidelines issued by the Contracting Corporation on this aspect from time to time must be adhered to.
- h) the Corporation's instructions with regards to engaging TT crew are certified by the Corporation / AND to arrange for certifications / revalidation as directed by the respective Contracting Corporation/s.
- i) the crew are nominated for safety training organised by Oil Industry or any Agency approved by State Government as and when such nominations are made by the Corporation, AND the Transporter shall bear all expenses on this account.
- j) The vehicle shall have a minimum of two drivers and shall be provided with a seat across its full width behind the driver's seat providing facility for the spare driver to stretch himself and sleep (Rule 90(4) of the CMVR, 1989).
- k) TTs placed with 2 drivers will only be considered for induction.
- l) the tank truck/s are always and exclusively driven by a person appropriately qualified and licensed under the Motor Vehicle Act and always accompanied by a 2<sup>nd</sup> driver/ crew member as per provision of CMV Act.
- m) the crew of the tank trucks are not changed frequently.
- n) In case of absence of 2<sup>nd</sup> driver at any point of time action as per TDG will be taken.
- o) the Transporter abides by all the Health, Safety and Environment related norms as in force during the period of contract. In case of violation of any of the above norms by the Transporter, penal action shall be taken as per the attached Transport Discipline Guidelines (TDG).

4. a) Officers of the Corporation will have the right to inspect the tank truck/s at their discretion at any time. If any deviations/ deficiencies with regards to prevailing Standards / Statutory Rules are noticed or the tank truck/s are found without due maintenance, the Corporation shall have the right to suspend operation of such tank truck/s till such time as mentioned in the Industry Bulk LPG Transport Discipline Guidelines.

b) Particulars of licensed / registered / and operational LPG Tank trucks offered in the credential bid of the Tender will only be accepted for induction in the system after issuance of LOI / Work Order. In case of any deviation found in respect of details of tank trucks furnished in the credential bid and the physical tank trucks produced at the time of induction or at any later stage , i.e. during the pendency of the contract , then Corporation shall reject the Tender.

5. The Transporter/s shall ensure that before filling LPG into any newly- manufactured Pressure Vessel or any used Pressure Vessel, which had been made gas-free, the air contained therein has been replaced by LPG vapour.
6. Wherever the Corporations have provided the degassing and purging facilities or will provide facilities during the currency of this contract, it will be obligatory for the Transporter/s to get their tank trucks degassed and purged at such Corporation's operated facility (either loading base or unloading base at which the tank trucks are operating). The Transporters' will be bound to pay the charges for such services rendered as fixed by the Corporations' from time to time during the pendency of the contract. The Transporter/s are also allowed to purge and de-gas their tank trucks through competent parties duly approved by CCOE for degassing /purging and the certificate issued by such parties will be accepted by the Corporation. The trucks reporting with these certificates will be checked by the Corporation to ensure that the trucks are actually purged with LPG prior to loading.

In case it is found that the degassing and purging done is not proper, it will be re-done at the Corporations facility wherever available at the Transporter's cost.

7. The Corporation shall have the sole right to utilize tank truck/s from the unloading plants in the State to any loading base. Contracting Corporation at their sole discretion may utilise the trucks offered for a particular State for transportation of the product therefrom to bottling plants located in other States. In the event of trucks contracted for one State transporting product to bottling plants of other State then finalized L1 rates of Other State for such movement (where trucks are deployed for further movement) would be paid.
10. For rendering the services to the Corporation under this Agreement :
  - (a) (i) the Transporter will be entitled to transportation charge at the rate as given in LOI/LOA/Work Order.
  - (ii) the above transportation charge will be paid on the consigned quantity OR the received quantity whichever is less.

(iii) Transportation charge payable would be made after deduction of applicable statutory Taxes/ charges.

(iv) The transport charges payable under this Agreement are based on the shortest route approved by the Corporation on round trip basis (called RTKM / RTD). A list of current RTKMs / RTDs applicable to loading bases/Bottling Plants where subject tank trucks are based are available with concerned loading bases/ Bottling Plant.

In the event the distance for a particular RTD ( Round Trip Distance) / RTKM gets reduced / increased, it shall be the responsibility of the Transporter to bring the same to the notice of the Corporation, in writing, forthwith. On receipt of this information the Corporation shall re-verify the RTD/ RTKM and communicate the new approved route and RTD /RTKM to the Transporter. The date of such first written intimation to the Corporation by any of the Transporter shall be the basis for reduction / increase in RTD/ RTKM .

In case of failure of the transporter to give such intimation to the Corporation, the date mentioned in the written communication issued by the concerned local Govt. Authorities / the Corporation shall be binding on the Transporters and the Corporation for the purpose of revision of RTD / RTKM payable/ recoverable on account of such revision.

The date of intimation by the transporter or the effective date mentioned in the written communication of the Government/ Corporation, whichever is earlier, shall be the date from which the increase/ decrease in RTD / RTKM to be made effective.

24. The quoted rates are to be inclusive of all taxes except Goods & Service tax (GST), viz hill tax / behti tax / bridge tax/ toll tax / Entry tax( Goa) / Mechanical tax / Green Cess etc.

Tenderer has to clearly indicate whether opting for discharge of GST on **Forward Charge mechanism** in the columns provided in the technical bid. Evaluation will be based on "Net Landed Cost" after considering the Input Credit Tax available to Corporation.

In case of change in admissibility of Input Credit to the Corporation during the contractual period, the finalized rate in the tender would be negotiated to such an extent that there will be no additional financial outgo to the Corporation in view of amendment in Input tax Credit Provisions, i.e. Finalized rate + applicable GST – Input Credit= Revised rate + applicable GST.

In case successful bidders not willing to carry out the work further with the revised rate then their contract be foreclosed and the transporters are bound to operate for at least six months or till finalization of new tender, whichever is earlier at the revised rate.

New Toll tax and incremental toll tax / entry tax (Goa) , if levied in future after 01.01.2018 will be reimbursed subject to submission of the copy(ies) of related notification to the respective State of the Corporation to this effect and production of original ( in case of thermal paper receipts , original receipts as well as self attested Xerox copies to be submitted) receipt of Toll tax paid along with transportation bills for utilization of such highways on or after 01.01.2018 by the contracted TT for delivering the Corporations' product. Similarly, if any toll gates gets closed or toll rates gets reduced during the period of contract , which were in effect before closing date of Tender then such toll charges will be recovered from the transportation bill of the bidders. However, responsibility of informing the concerned location in-charge in writing along with requisite Gazette of any new toll / increase in existing toll / closing of any toll gates after closing date of Tender lies on the Transporters. If the information is not furnished to concerned location in charge of supply location within one month then reimbursement for that period will not be made by Corporation to the Transporters claiming such charges in toll. However, recovery will be made in case closure of toll gates from the gazette notice.

- (v) The Transporter(s) shall submit bills to the Corporation in accordance with this Agreement and at the approved rates specified herein in such a format and in such a manner and at such intervals as shall be directed by the Corporation from time to time and payment of such bills will be effected by the Corporation within 30 days from the date of submission of the bill.
- (vi) In case submission of bill is delayed, the Transporter/s are required to explain the delay to the satisfaction of the Corporation.
- (vii) Notwithstanding anything contained in paragraph 10(a)(viii) above, the Corporation may at its sole discretion, effect payment of the amount due to the Transporter(s) in accordance with this agreement and rates specified in the schedule and furnish necessary details to the Transporter(s) along with such payment.
- (viii) FLEET / LOYALTY CARD : Successful bidders will be made member of IOC / BPC/ HPC Fleet / Loyalty card ( As per respective Oil Companies) and in case of BPC / HPC, a minimum of 40% of the total transportation payment for the contract period will be paid through BPC Fleet / Loyalty card and through HPC Drive Track Plus Card respectively for upliftment of HSD from the respective Corporation's Retail Outlets (ROs). In case of IOC, respective Corporation's internal guidelines will be followed in respect of % age of transportation payment through Fleet / Loyalty card for upliftment of HSD from the respective Corporation's Retail Outlets(ROs).

(b) A penalty of Rs. 100/- shall be levied for every duplicate document asked for by the Transporter for originals lost by them.

(c) The rate mentioned in LOI/LOA/WORK ORDER will increase or decrease in the event of any variation in price of High Speed Diesel (HSD) of the Corporation prevailing in the State Capitals of respective States, subsequent to the closing date of the Tender of the respective States.

For calculating the escalation / de-escalation of transportation rates for respective State due to change in RSP of HSD , minimum RSP of HSD of State capital will be considered :

(e) The Retail Selling Price (RSP) of HSD as on 01.01.2018 will be the base price for all the States /UTs. The transportation charges will be paid w.e.f. 01.09.2018 with applicable escalation /de-escalation of rates after 01.01.2018. The Tender however will be evaluated based on the " Net Landed Cost " after considering the Input Credit Tax available to Corporation.

(f) The escalation/ de-escalation of transportation rates in the case of revision in HSD will be allowed, provided the increase/ decrease is minimum 1.0 paisa per KM per MT.

**(g) ESCALATION / DE-ESCALATION:**

Upward/ downward revision in transportation rates would be considered by the Corporation as per Corporation's norms from time to time in case of revision in the price of HSD. The average Retail Selling Price (RSP) of HSD in the Capital of respective State as on 01.01.18 will be the base price.

The transportation charges will be paid with applicable escalation / de-escalation of rates, the escalation / de-escalation will be worked out from 01.01.2018 and the same will be fixed on monthly basis on 01<sup>st</sup> of every month.

- ✓ Escalation/ de-escalation shall be applicable as per increase/ decrease in RSP (Retail Selling Price) of HSD, which will be the weighted average of RSPs of HSD during previous month, and the new transportation rates arrived on 01<sup>st</sup> of the month shall be applicable for the succeeding month.
- ✓ Only the increase/ decrease in prevailing lowest RSP of HSD at the State Capital shall be considered. In case of any dispute, the decision of the IOC/BPC/HPC shall be final and binding.

Present norms for escalation/de-escalation are given hereunder:

**Revision in the cost of HSD –**

The escalation / de-escalation shall be calculated on the presumption that:

- ✓ Average Consumption of HSD will be 3.0 km / lt for 18 MT Tank Truck and less capacity, & 2.9 km/ lt for 21 MT & higher capacity Tank Truck. For the state of Himachal Pradesh, average Consumption of HSD will be 2.5 km / lt for 18 MT Tank Truck and less capacity, & 2.45 km/ lt for 21 MT & higher capacity Tank Truck.
- ✓ For 7 MT Tank Truck, average Consumption of HSD will be 4.0 km / lt for plain route and 2.5 km/ lt for hilly route.
- ✓ For 12 MT Tank Truck for Manipur, average Consumption of HSD will be 3.5 km / lt for plain route and 2.5 km/ lt for hilly route.
- ✓ Basis of calculation of escalation shall be as follows which shall be final and binding to all.

**Sample calculation for escalation is given below:**

- c. Standard Capacity of truck : say 18MT
- d. HSD : Say Rs. "A", increase per litre,

$$\text{Escalation per MT} = A / (3.0 \times 18) \text{ in Rs./MT/KM}$$

The decision of the Corporation on the calculations as well as implementation will be final and binding.

**After completion of 3<sup>rd</sup> year, escalation in rates of 3.5% for 4<sup>th</sup> Year and 3.5% for 5<sup>th</sup> Year on the non-fuel component of the rate (the finalized rate less the corresponding HSD component) of the finalized rate shall be considered.**

**Formula for working out Escalation at the beginning of 4<sup>th</sup> & 5<sup>th</sup> year of the contract:**

**Assumptions:**

Let the Transportation Rate at the end of 3<sup>rd</sup> year of the contract be **R** in Rs./MT/RTKM

Let **H** be the Retail Selling Price of HSD in Rs./Litre at the end of the 3<sup>rd</sup> year of the contract.

The **Fuel component F**, is given by:

**F = H ÷ (3.0) ÷ (18)** in Rs/MT/RTKM for 18MT trucks, and

**F = H ÷ (2.9) ÷ (21)** in Rs/MT/RTKM for 21MT trucks

**F = H ÷ (4.0) ÷ (7)** in Rs/MT/RTKM for 7MT trucks plain road in North-East States for IOC

**F = H ÷ (2.5) ÷ (7)** in Rs/MT/RTKM for 7MT trucks hilly road in North-East States for IOC

**F = H ÷ (3.5) ÷ (12) in Rs/MT/RTKM for 12MT trucks plain road in North-East States for IOC**

**F = H ÷ (2.5) ÷ (12) in Rs/MT/RTKM for 12MT trucks hilly road in North-East States for IOC**

**The Non-Fuel Component N, is given by:  $N = (R - F)$**

The increment of 3.5 % is applied to N, which becomes **Nr**, given by:

$$Nr = (1.035) * N$$

**The Revised Rate would be:  $(R + Nr)$**

**Illustration:**

Let the Transportation Rate, **R** at the end of the 3<sup>rd</sup> year of the contract be 2.50 **Rs/MT/RTKM** for 18MT capacity truck ( Say Y)

Let the Retail Selling Price of HSD, **H**, be Rs. 64 per Litre

The Fuel component in the above rate **F** is Rs.(64/3.0) /RTKM or Rs-----/MT/RTKM ( for 18MT TT) ( say X)

The Non fuel component **N = Y – X = Rs.-----/MT/RTKM** ( Say Z)

Applying the increment of 3.50 % on Z ( Rs.----/MT/RTKM, we have:

$$Nr = 0.035 \times Z = \text{Rs. ----/MT/RTKM ( Say Z1)}$$

**The Revised rate for the 4th year would be:  $Y + Z1 = \text{Rs ----/MT/RTKM}$**

**NOTE: Similar escalation will be applied to the existing rates at the beginning of 5<sup>th</sup> year**

11. (a) The Transporters shall make available all the tank trucks agreed to be provided at the locations assigned by the Contracting Corporation on a sustained basis.

b) In case the Transporter(s) fails to provide tank trucks, as agreed, for any reason whatsoever, the Corporation at its sole discretion will be entitled to make alternative arrangements for transportation of Bulk LPG and debit the Transporter with the additional cost incurred by the Corporation due to the failure on the part of the Transporter;



This right of the Corporation is without prejudice to any other right, the Corporation is having under this agreement or in law.

- c) Under no circumstances the Transporter shall keep any of the contracted tank truck out of operation for a continuous period of more than 15 days in a month unless otherwise permitted in writing by the Corporation. Should the Corporation require a replacement for this period, the Transporter should arrange the same immediately.

12. If any of the tank trucks under the contract is completely destroyed in a fire accident or due to causes other than fire resulting in total loss of Chassis and bullet or if the Transporter desires to replace the tank truck, the Transporter will have to offer tank trucks acceptable to the Corporation in replacement thereof for the remaining period of the contract, including the extended period. In such case, replacement will be on the following basis: -

- (a) Replacement of Prime mover / Chassis would be with equal or higher(subsequent year) model.
- (b) The replacement would be on a tonne to tonne licensed capacity basis for the same transporter. Exception: In the case of tank trucks completely destroyed or resulted in total loss due to fire accident or due to causes other than fire, the replacement would be on tonne to tonne licensed capacity basis for the same transporter with a tolerance of +/- 10 %. However, induction of higher capacity trucks will be at the sole discretion of Corporation.
- (c) An undertaking would be given by the Transporter stating that the replaced tank truck would not be offered to Oil Industry again in this contract.  
The above conditions are subject to periodic revision depending on circumstances and decision of the Corporation shall be final and binding on the Transporter.

- 13.
- (a) Save and except transportation charges payable by the Corporation to the Transporter, the Transporter or their employees will not be entitled to get any facilities such as office accommodation, canteen, tea, telephone, etc.
  - (b) The Transporter(s) shall bear and pay the entire operational costs of tank trucks for transportation of the product, which shall include, inter alia, the following :

- (i) Salary and other emoluments for the TT crew and labour used, and such other allowances or benefits as per the law in force or the contract between the Transporter and his employees.
- (ii) Cost of fuels, lubricating oil and any other items required for the operation of the tank trucks.
- (iii) Maintenance and repair cost of the tank trucks.
- (iv) Licences, permits, road tax, toll tax ( refer clause No. 10(a)(vi)etc.
- (v) Insurance.
- (vi) Any other expenditure for providing the service.

(d) It shall be the responsibility of the Transporter(s) to keep filled or empty tank truck(s) under their safe custody after the working hours of the loading source / Bottling Plant. The Corporation does not take any responsibility to keep the Transporter(s) tank trucks, loaded or empty, in its premises if the tank trucks arrive at the loading source / Bottling Plant beyond the regular working hours and on holidays.

14. The Transporter(s) shall be solely responsible for the safe custody of the products once these are handed over to them.
15. For any shortages of Bulk LPG, the recovery will be made for the differential quantity above 40kg , at the prevailing Bulk LPG rate for non domestic use as per the invoice value at the loading base. {eg In case the loss is 50 KG , recovery will be made only for 10 KG }.  
 "Prevailing rate" means the rate prevailing on the date of dispatch of the cargo from the loading base/nearest loading base, inclusive of all taxes.
16. The schedule of despatches shall be decided by the Corporation at the Refineries / Fractionators / loading sources / Bottling Plants and the Corporation does not give any guarantee for utilisation of any tank trucks either for:
  - (a) Minimum number of days per month
  - (b) Minimum mileage for each tank truck
  - (c) Route in which the tank truck will be utilized

Further the Transporter/s shall not be entitled to utilize the tank truck/ s offered to the Corporation for any other purpose save the purposes hereof even though the same are not being utilized by the Corporation PROVIDED HOWEVER in the event the tank truck/ s are not

being utilized by the Corporation, then in such event, the Transporter/ s may, if desired, make an application to the Corporation for permission to use the tank truck/ s for some other purpose other than the purposes hereof AND upon receipt of such an application the Corporation may grant such permission conditionally or unconditionally or refuse the same without disclosing any reason.

17. (a) The Transporter(s) shall undertake the movement of the product entrusted to him/her by the Corporation without transshipping.
- (b) if transshipment is inevitable, the Transporter(s) shall take permission from the Corporation in writing beforehand and ensure that adequate care and precaution is taken to ensure safe handling of the product into approved tank truck. This operation would be entirely at the risk and cost of the Transporter.
- (c) The Corporation will pay no additional charges for this transshipment.

**18. Security deposit for all capacity trucks except 7MT:**

- (a) Successful bidders have to take Carriers Legal Liability Insurance Policy for the cargo for an amount covering Minimum Rs.10,00,000/-.
- (b) Successful bidders have to deposit Security Deposit @Rs.4.00 lakh per truck and maximum upto Rs.7.50 lakh per contract in form of demand draft or irrevocable Bank Guarantee strictly in the prescribed format provided in the Tender, valid for six months beyond the maximum tenure of this contract.
- (c) The aforesaid security deposit will be adjusted against any claim of Contracting Corporation against the bidder.
- (d) In case the Truck/s offered by the bidder during the validity of the contract are withdrawn without the consent of the Corporation and replacement trucks are not provided within 15 days of withdrawal / replacement of trucks not provided against trucks completing 15 years during the pendency of the contract or trucks are not replaced as per the specified age as per any Govt. guidelines during the pendency of the contract then Security deposit @ Rs.4,00,000/- (Rs. Four lakh only) per each Truck withdrawn will be liable to be forfeited. Trucks completing 15 years age or due to any age restriction as per any Govt. order / guidelines during the pendency of the contract, will be stopped from operation and such trucks need to be replaced within 15 days.

**Security Deposit for 7.0 MT capacity trucks :**

- (e) For 7.0 MT capacity trucks, Successful bidders have to take Carriers Legal Liability Insurance Policy for the cargo for an amount covering Minimum Rs.4,00,000/-.

- (f) Successful bidders have to deposit Security Deposit of Rs.1.0 lakh per truck and maximum upto Rs.3.0 lakh per contract. in form of demand draft or irrevocable Bank Guarantee strictly in the prescribed format provided in the Tender, valid for six months beyond the maximum tenure of this contract.
  - (g) The aforesaid security deposit will be adjusted against any claim of Contracting Corporation against the bidder.
  - (h) In case the Truck/s offered by the bidder during the validity of the contract are withdrawn without the consent of the Corporation and replacement trucks are not provided within 15 days of withdrawal / replacement of trucks not provided against trucks completing 15 years during the pendency of the contract or trucks are not replaced as per the specified age as per any Govt. guidelines during the pendency of the contract then Security deposit @ Rs.1,00,000/- (Rs. One lakh only) per each Truck withdrawn will be liable to be forfeited. Trucks completing 15 years age or due to any age restriction as per any Govt. order / guidelines during the pendency of the contract, will be stopped from operation and such trucks need to be replaced within 15 days.
  - (i) SD for all capacity of trucks except 7.0 MT will be same as mentioned above.
  - (j) In case the contract is terminated due to unwillingness of the legal heirs to continue , the security deposit amount shall be refunded to the legal heirs after adjusting the dues payable to the contracting Corporation.
19. The Transporters shall not assign their right under this contract or any work entrusted to them to any person whatsoever except with the prior written consent of the Corporation by producing necessary documentary proof. In genuine cases, the Corporation may allow transfer/ reconstitution of the transporter as per following guidelines (however, the decision of the Corporation will be final):
- Transfer/reconstitution of firm will not be allowed before signing of the Agreement except in the case of death of proprietor or partner (s). In death cases, transfer/reconstitution shall be permitted to the legal heirs/surviving partners, subject to production of appropriate legal documents.
  - After signing the Agreement, in case of partnership firm, if one or more partners wish to withdraw, remaining partners may be permitted by the Corporation to reconstitute the firm subject to the remaining partners being acceptable to the Corporation. The existing partner(s) must retain majority share and the newly inducted partner(s) will not be permitted to have majority holding. However, in case of

proprietorship firm (or in case of partnership firm where all partners wish to withdraw), the proprietor wish to transfer the firm, the same may be permitted by the Corporation subject to the transfer is proposed to existing acceptable transporter (whose transportation rates are less or equal to the transportation rates of original transporter) only except in the case of death of proprietor or partner (s).

- During entire contract period (before, after and during transfer/reconstitution of the firm) name and style of the transporter will not change, except where permission is granted by the contracting Corporation.
- For Transporters belonging to SC/ST category, the incoming partner should also be from SC/ST as the case may be.
- The incoming partner(s) has not been convicted for any criminal offence or malpractice.
- Reconstitution will not be applicable to Transporters, who have been terminated due to misconduct or any malpractice.
- The incoming partners will also be equally responsible for the smooth and efficient operation of the transportation as per contract conditions.
- In case of death of transporter (proprietor/partner), the firm can be reconstituted in favour of legal heir/(s). If legal heir(s) express(es) unwillingness to carry on transportation, in case of proprietorship firm the contract will automatically get terminated and in the case of partnership firms, the firm can be reconstituted with the remaining partners after obtaining NOC from the legal heir(s). Transfer/reconstitution of firm may be permitted only after full settlement of dues, if any, of the Corporation.

20. If at any time during the currency of this agreement the Transporters(s) fails to provide tank trucks and/or transport the product as provided herein and/or fails to perform the various other obligations specified in this agreement, the Corporation shall at its sole discretion and without prejudice to any other rights and remedies engage the services of other Agencies to perform the obligations of the Transporter and transport the products and in such an event the

Transporter(s) undertakes to reimburse the Corporation all the additional expenses incurred by the Corporation in this connection.

21. Nothing herein contained shall prevent the Corporation from engaging any other transporter(s) to carry out the transportation work similar to the work entrusted to the Transporter(s) under this contract.
22. The Corporation shall not be liable to pay any amount towards detention of the tank trucks either at the Corporation's/OMCs Bottling Plant or at the loading sources.
23. The Corporation will have the right to deduct any amount payable by the Transporter to the Corporation from any amount payable by the Corporation to the Transporter under this Agreement.
24. If for any genuine reasons, such as diversion of the road, temporary closure of the road, the trucks cannot ply through the route based on which RTKM was fixed, the RTKM will be modified and revised and for such period the Transporter is bound to follow alternative route approved by the Corporation. The Corporation will be at liberty to ask the Transporter/s to divert and operate the tank truck/s ex any Loading/ unloading source/s , and the Transporter/s shall thereupon divert and operate their tank trucks/s ex such other Loading source/s. No diversion charges shall be paid for empty tank truck diversion. No diversion charges shall be paid for filled tank truck/s from one destination to another, but freight will be paid on the actual distance travelled from the actual source of loading to the new destination of unloading and the actual distance travelled to the next source of loading. For special sector destination , if for any genuine reasons, such as diversion of the road, temporary closure of the road, the trucks cannot ply through the route , the transportation payable rate shall be either within state or inter-state , whichever is applicable as per the case.
25. The Transporter(s) shall have a contact office at \_\_\_\_\_ ( full address) where the tank trucks will have to be positioned and get the photographs, names and addresses, designations and signatures of their authorised agents / representatives duly registered in advance with the Corporation.
26. The Transporter(s) and his/her/their men shall abide by the Rules and Regulations when they are within the Corporation's premises and will abide by all applicable rules and regulations for the entire period of the transportation of the Corporation's product to the LPG Bottling Plant and from the loading sources.

27. The Transporter(s) will indemnify the Corporation against the consequences arising out of his/her/their workmen's/servant's/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 any party arising from or in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Transporter(s) to the Corporation together with the cost incurred on any legal proceedings pertaining thereto. The Transporter(s) shall whenever required by the Corporation or Governments official authorised under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.

28. (a) The Transporter shall remain at all times liable to the Corporation for any loss or damage caused to any building, plant machinery or the property of the Corporation due to careless, negligent, inexperienced act or default of the Transporter, their agents, representative or employees. The Corporation shall be entitled to deduct from the amounts payable to the Transporter under this Agreement or otherwise the loss or damages so suffered.
- (b) The Transporter will be liable for any loss and/or injury to Corporation's employee due to careless, negligent, wrongful act or default of the Transporter, his/their representatives or employees in carrying out the job under this contract.
- (c) The Transporter shall also be liable to make good to the Corporation any loss whatsoever suffered by the Corporation, including but not limiting to the loss arising from:
- (i) the confiscation by the Government or local authorities of any quantities of the said products delivered to the Transporter(s) for transporting and
  - (ii) loading/unloading or in transit for reasons other than the acts of God, Riots or civil commotion
- (d) Under no circumstances the Corporation shall be liable to compensate the Transporter for any loss or damage caused to the contracted tank trucks unless such loss or damage has been caused for any willful or intentional act committed by the Corporation.

29. a) In the event of loss of LPG partially or fully due to leakage or fire during or because of accident, the recovery for the product loss will be made at the prevailing rate of the Corporation applicable for non-domestic use at the loading base with applicable GST. In case FIR has been lodged for the accident or for the leakage, and due report has been submitted to CCE, and the proof of acquittal of case from Police and decision on settlement by the concerned Insurance company have been submitted to the satisfaction of the Corporation then recovery for the product loss will be made at the prevailing rate applicable for domestic sales plus GST at the loading source . The basis for the calculation of recovery shall be the consigned quantity.

Prevailing rate means the rate prevailing plus applicable GST ~~taxes~~ on the date of despatch of the cargo from the loading source/nearest loading source.

- b) In case of accidents involving tank trucks while in transit or at any other stage, it shall be the sole responsibility of the Transporters :
- i) to intimate the nearest Bottling Plant of the Corporation or of any other Oil Company establishment, immediately of the occurrence of the accident;
  - ii) to inform the local Police and District Administration of the occurrence of the accident;
  - iii) to inform the State/Regional/Zonal Office of the Corporation by telegram/e-mail/SMS and by telephone of the occurrence of the accident;
  - iv) to inform CCE, Nagpur / nearest Zonal office of the Explosives Department by telephone and by fax / e-mail / SMS of the occurrence of the accident;
- c) Should in the event of an accident or otherwise, the Corporation or any other Oil Company render any assistance to the Transporter/s in evacuating the LPG or in moving the tank truck to a safe location or in any other manner whatsoever, then the actual expenditure incurred by the Corporation / Other Oil Company excluding the personal expenses of the Corporations officials in rendering such assistance shall be reimbursed by the Transporter/s to the Corporation/Other Oil Company on demand. In case of ERV, transporter has to bear the expenses of Rs.10000/-per event . In case any fire Tender reaches the accident site and concerned agency raises the claim for providing the fire services then the claim has to be settled by the concerned transporter. In case , the transporter not settling the claim of Fire Tender , then concerned Corporation will settle the claim with applicable GST and recover the same from the transporter's pending bill. In case of assistance of providing ERV from other



than the contracting Corporation, transfer of recovered amount will be made to the Corporation providing ERV by the contracting Corporation within one month.

d) Should any damage be caused to the pressure vessels / fittings or other parts of the tank trucks for any reason whatsoever and of any nature whatsoever, the Transporter/s after carrying out the necessary repairs shall obtain a fresh fitness certificate from CCOE or from any other competent authority nominated by CCOE. The Transporter/s must not offer such tank trucks for loading unless and until the fresh fitness certificate is submitted to the Corporation.

31. The Transporter shall comply with all statutory provisions relating their trade/business /profession including their own employees or employees engaged by them and Corporation shall not be responsible for their omission/commission. Further, the transporter undertakes to abide by the provision of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 in as much as the "Road Motor Transport Establishments" in the list of Non – Factory

Industries to which the EPF & MP Act has been made applicable, is a class of establishments notified at item no. (4) of Appendix-I of EPF and MP Act, 1952 and as such the transporter shall ensure appropriate coverage of the TT Crew engaged by them under the said Act and keep the Corporation indemnified for any non-compliance by the transporter.

32. If during the validity of the contract, it comes to the knowledge of the Corporation that the information given by the Transporter prior to entering into this contract in the Tender form is wrong/ forged/fictitious or any material facts have been concealed, the Corporation reserves the right to reject any or all of the tank trucks offered by the Transporter or to treat this Agreement as cancelled or terminated. The Corporation also reserves the right to take any other action including blacklisting.

33. This contract will be valid for a period of five years with effect from 01.09.2018.

34. The Corporation reserves the right to terminate / foreclose the contract in full or part (any sectors depending on emerging business scenario of the respective contracting Corporation ) at any point of time before the expiry of the period of contract by giving the Transporter 30 days advance notice in writing without assigning any reason whatsoever.

35. The Corporation in its absolute discretion and without prejudice to its other rights and remedies, may terminate this contract forthwith, upon or anytime after happening of any of the following :

- (a) the Transporter commits a breach of any of the terms and conditions of this agreement;
- (b) On the death or retirement of proprietor or any of the partners of the Transporter firm. However, in case, the Corporation does not exercise this option, the contract shall continue as between the Corporation & surviving /continuing partners of the Transporter or legal heir( s ) in case of death of the proprietor . The legal representatives of the deceased partner or the retiring partner himself shall be liable for all the obligations of the Transporter incurred upto the date of death or retirement but shall not be entitled to claim from the Corporation any portion of Security Deposit.

The Corporation shall account for all the liabilities before refunding the Security Deposit to the surviving or continuing partners, legal heirs. The death or retirement of any partners shall be notified by the Transporter to the Corporation in writing within 24 hours of such death or retirement.

- (c) the Transporter, its proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.
- (d) the road permit issued by the Transport authorities to the Transporter for any tank truck is cancelled or revoked.(Applicable for single truck contract). However, in case more than one tank trucks are operating under this contract, only the tank truck whose road permit has been cancelled or revoked shall be banned.
- (e) In the event the Transporter or his employees and agents violate any safety rules within or outside the Corporation's premises, which violation may, could or cause any accident or which could or does endanger the safety of life and property.
- (f) In the event the Transporter or his employees and agents are found indulging in malpractice, irregularities, sabotage, terrorist activities, forgery of documents e.g. CCE license, company invoice/challan/loading advice etc. In case such TT involved is owned/attached by the transporter, then the transporter and all his TTs under his contract will be blacklisted.

- (g) In the event of delivery of LPG to a destination other than the destination mentioned in the relevant document of the Corporation without prior written consent of the Corporation.
  - (h) In case the tank truck meets with an accident on a route, which is not falling on authorised route.
  - (i) In the event the Transporter offers tank truck/s for loading LPG inspite of known deficiencies.
  - (j) In the event the explosives license is cancelled or revoked by the CCE.
36. The transporter should be strictly adhering to "Industry Bulk LPG Transport Discipline Guidelines" to this agreement and any amendment issued from time to time.
37. Failure to execute the agreement and/ or furnish required Security Deposit within 15 days time and/ or physical placement of TTs at the location within 15 days time may render the bidder liable for forfeiture of Earnest Money Deposit and termination of contract without prejudice to the rights of the Corporations to recover the damages under this contract.
38. All terms & conditions stipulated in the Guidelines for Bidders, Tender Terms & Conditions, Declarations, Agreement, Industry Bulk LPG Transport Discipline Guidelines and other documents furnished with the Tender and related correspondence shall form part of the contract. The Corporations are entitled to frame and implement the Policy(ies) applicable to Transporters, and to modify and amend the same from time to time, and that the Policy(ies) as framed, amended and modified would be binding on the Transporters, immediately upon being communicated to them.
39. **ARBITRATION:** If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement, such dispute or difference shall be resolved through arbitration as per the procedure mentioned herein below:
- j. The dispute or difference shall be referred to a sole arbitrator.
  - k. The arbitration shall be through \_\_\_\_\_ (Name of Institutional Arbitration Forum).  
 For: Northern Region: The Delhi International Arbitration Centre.  
 Western Region: Indian Council of Arbitration.  
 Eastern Region: Indian Council of Arbitration.  
 North East: Indian Council of Arbitration.  
 Southern Region : The Madras High Court Arbitration Centre

- l. The Rules of the above-mentioned Institutional Arbitration Forum shall be applicable to the arbitral proceedings.
- m. The Indian Arbitration and Conciliation Act 1996 and Arbitration and Conciliation (Amendment) Act 2015 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.
- n. The seat of arbitration shall be at \_\_\_\_\_.

(New-Delhi, Mumbai, Kolkata, Guwahati, Chennai for Northern Region, Western Region, Eastern Region, North-East and Southern Region respectively )

The proceedings shall be conducted in English language.

- o. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.
- p. The following shall not be referred to arbitration:
  - iii. Disputes having financial claims less than Rs. 5 lakhs.
  - iv. Disputes, which can be referred to Appellate Authority under MDG or any other similar forum.
- q. Notwithstanding anything contained herein above (except 'h'), upon arising of dispute the parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator including employee of Indian Oil Corporation Ltd.

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

Signed and delivered by the  
Within named transporter(s)

In the presence of

Signed and delivered by the  
duly constituted Attorney of Contracting  
Corporation.

In the presence of

***12- DOCUMENTS NOT TO BE  
UPLOADED  
(Annexure W1 to W4)***

## **LIST OF RELATIVES**

1. Person shall be deemed to be a relative of another if and only if
  - A. He/She/They are member of Hindu Undivided family or
  - B. He/She/They are Husband AND Wife OR
  - C. 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
23. Wife's brother
24. Mother's brother
25. Wife's Father

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)  
**FORM OF STANDING BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

BG No. :

Date :

Amount :

Validity :

To,

Indian Oil Corporation Ltd.

.....State Office:

.....

.....

.....

Ref: IOC Tender No

LPG Cylinder transportation ex

for

LPG Bottling Plant.

Dear Sir,

- A. In consideration of M/s Indian Oil Corporation Limited having its registered office at INDIAN OIL BHAWAN, G-9, Ali Yavar Jung Marg Bandra (East) Mumbai-400051 and a place of business at ..... State Office, Address of State Office .....(hereinafter called the Corporation) having agree to exempt M/s .....having its office at .....(hereinafter called the "said Transporters") from the demand under the terms and conditions of the Agreement/ Contract/ offer letter/work order no..... dated.....made between the Corporation and M/s.....the Transporter(s) (for hereinafter called the said agreement) of the security deposit for the due fulfillment by the said Transporter(s) of the terms and conditions contained in the said Agreement on production of a Bank guarantee for Rs..... (Rupees.....only). We.....(hereinafter referred to as Bank) at the request of M/s.....(Transporter(s)) do hereby undertake to pay to the Corporation an amount not exceeding Rs..... (Rupees.....only) against any loss or damage caused to or suffered by the Corporation by the reasons of any breach by the said Transporter(s) of any of the terms and conditions contained in the said Agreement.
- B. We.....(name of the bank)..... do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reasons of breach of the said Transporter(s) of any of the terms and conditions contained in the said agreement or by reason of the Transporter's failure to perform the said Agreement. Any such demand made in 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.....
- C. We undertake to pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the Transporter(s) in any suit or proceedings pending before any court or

Tribunal or Arbitrator relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Transporter(s) shall have no claim against us for making such payment.

- D. We.....(name of Bank).....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the corporation certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Transporter(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before .....we shall be discharged from all liability under this guarantee thereafter.
- E. We.....(name of bank)..... further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Transporter(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Corporation against the said Transporter(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the
- said Transporter(s) or form any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Transporter(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- F. Bank Guarantee shall remain in force upto.....
- G. This guarantee will not be discharged due to the change in the constitution of the bank or the Transporter(s).
- H. The bank agrees that this guarantee may be invoked on a number of occasions but so that the total amount payable hereunder shall not exceed Rs.....
- I. We.....(name of bank)..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

Dated.....day of.....200

.....  
(Name & Signatures of the bank)

Note : Validity of Bank Guarantee shall be beyond six months of Validity of Contract
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SIGNATURE OF BIDDER WITH SEAL



(On Non-Judicial Stamp Paper of requisite value duly notarised)

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

To,  
M/s. Indian Oil Corporation Limited,  
-----State Office

1. Work Order No \_\_\_\_\_ date \_\_\_\_\_
2. Agreement No \_\_\_\_\_ date \_\_\_\_\_

THIS INDEMNITY BOND/UNDERTAKING executed at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ 20  
by M/s \_\_\_\_\_ hereinafter called the Transporters (which  
expression shall mean and include, if the context so admits, the partners or partner for the time being  
of the firm and their or his respective heirs, executors and administrators/ its successors and assign in  
law) in favour of M/s INDIAN OIL CORPORATION LIMITED (MKTG. DIV.) a Company incorporation  
under the Companies Act I of 1956 and having its Registered Office at G-9, Ali Yavar Jung Marg,  
Bandra (E), Mumbai - 400 051, hereinafter called 'the corporation' (which expression shall include its  
successors and assigns in law)

WHEREAS the Corporation, desirous of having executed certain work specified in the offer letter/work  
order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Corporation on the transporters,  
describing the work to be done, prepared and the same have been signed by or on behalf of the  
parties hereto AND WHEREAS the transporters have agreed with the Corporation to execute and  
perform the said work specified in the said offer letter/work order upon certain terms and conditions  
provided in the Agreement executed between the transporters and the Corporation and also contained  
in the General conditions of contract attached thereto.

AND WHEREAS THE TRANSPORTERS are bound by law to comply with the provisions of various  
Labour Laws like Minimum wages Act, 1948, equal remuneration Act 1976, Inter-State Migrant  
Workmen (Regulation of Employment and Conditions of Service) Act, 1979; Contract Labour  
(Regulation and Abolition Act, 1970), Workmen's Compensation Act, 1923, Employees State  
Insurance Act as also the Provident Fund Act providing for Provident Fund Scheme for labourers  
engaged by the transporters but in the event of violation of the provisions of various amenities and  
facilities to the workers under the different labour laws, not only the transporters, but also the  
Corporation as the principal employer becomes liable for the acts of commission and omission by the  
transporters.

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND/UNDERTAKING BY the transporters to  
indemnify and keep indemnified the Corporation as stated hereinafter.

The Transporters hereby agree, confirm and declare that they have fully complied/will comply with the  
provisions of various statutory obligations pertaining to this contract & labour laws, particularly those  
referred to herein above and that no violation the provisions of various amenities and facilities to the  
workers under different laws has been done by them and in the event of any past or future violation of  
the provisions of various labour laws & statutory obligations , the transporters shall indemnify and  
keep the Corporation duly indemnified against all losses, damages, costs, charges, expenses,  
penalties, suits are proceedings which the corporation may incur, suffer or be put to.

The Transporters hereby undertake to furnish a certificate with regard to the number of labourers  
employed by them in the Corporation/ in other organizations throughout the country to the Location  
Incharge of the Corporation where the work is undertaken by the Transporters.

The transporters hereby confirm and state that they are duly registered under the Contract Labour  
(Regulation and Abolition) Act 1970, as amended from time to time that they undertake to furnish a

certified copy of the requisite license obtained by the transporters from the competent authority to the Corporation's representative.

The transporters hereby undertake to keep proper record of the attendance of his Labourers and will give opportunity to the Officers of the Corporation to supervise the same and confirm upon the Corporation's representative the right to countersign the said register. The transporters shall provide a copy of the pay sheets to the location incharge of the Corporation nominated by the Corporation for supervision of the payment of wages made to the labourers by the Corporation for supervision of the payment of wages made to the labourers by the transporters and also confer the right on the Corporation's representative to supervise the payment of wages to the labourers on the spot.

The transporters state that they are fully aware of provisions of the Provident Fund Act, particularly with regard to the enrolment of labourers as a member of provident Fund. The transporters further confirm that they are aware of the provisions that they are fully obliged to recover Provident Fund contribution from the eligible labourer engaged by them and after adding their own contribution remit the same to RPFC. The transporters state and confirm that they are fully aware of their obligation to remit the said amounts on account of Provident Fund to the RPFC within the prescribed period and they have obtained a separate code number from the RPFC which is bearing Sr. No. \_\_\_\_\_ dated \_\_\_\_\_ from RPFC. \_\_\_\_\_

The Transporters will afford all opportunities to the Officers of the Corporation to verify that the Provident Fund actually deducted by the transporters from the wages of the labourers and the same together with the transporter's contribution has been duly remitted by the Transporters to the concerned PF commissioner. The transporters also undertake to provide photocopy of the receipt issued by the concerned PF Commissioner for having received the PF contribution from the transporters.

In the event the Location Incharge of the Corporation is not satisfied about the Payment of wages made and the recovery of PF etc. from the labourers employed by the Transporters, the transporters hereby agree and authorise the Corporation to withhold the payment of their bills till the transporters complete all the obligations in this matter.

Notwithstanding the provisions contained in clause - 7 above, the transporters hereby undertake and authorize the Corporation to recover dues payable by the Transporters to the labourers employed by them as also amounts on account of PF contributions (including the transporters contribution) as also all losses, damages, cost, charges, expenses, penalties from his bills and other dues including the security amount.

The transporters hereby agree that the aforesaid indemnity undertakings or in addition to and not in substitution of the terms and conditions contained in the Tender documents and the offer letter/work order and also the agreement executed by the transporters with the Corporation.

The transporters hereby confirm, agree and record that this letter of undertaking and indemnity bond shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representatives and shall ensure for the Corporation's benefit and for the benefit of its successors and assigns.

Yours faithfully  
DATE \_\_\_\_\_

WITNESS : (1)  
(full address)

WITNESS : (2)  
(full address)

## IOC

### TANK TRUCK CHECKLIST AFTER ISSUANCE OF LOI

REF NO. : -----

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

TRUCK NO. :  
TRANSPORTER'S NAME :  
OWNED / ATTACHED :

S.No.	Parameters	Observation	Remarks (OK/Not OK)
1a	RC Book available		
1b	RLW - ULW > = carrying capacity		
1c	Model No. & Make		
2	Insurance (third party , PLI) and CLLI		
3	Road permit validity		
4	Road tax validity		
5	Battery Terminal rubber caps		
6	Fire Extinguisher (BIS Approved) – 2 nos. -9kg / 10Kg DCP FE		
7	Battery cut off switch (300 A)		
8	Spark Arrestor (PESO approved make)		
9	Colour Scheme (IOC/BPC/HPC standard) as per Visual Manifestation		
10	Fuel Cover & lock		
11	Tyre Condition (including stepney)		
12	Improper / Loose Wiring		
13	Cabin Condition		
14	Fuse Box condition (wires, etc.)		
15	Fitness validity		
16	First Aid Kit		
17	ABS available in truck & trailer		
18	VTs availability		

INSPECTED BY:      *Signature*  
                             *Name of inspecting Officer*

*Transporter's Representative*  
*(Name & Signature)*

Checklist Approved  
Plant Incharge

## **UNDERTAKING BY THE TENDERER(S)**

NAME OF WORK:

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Tender No. : 

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We confirm that we have quoted the rates in the tender considering Inter-alia the

1. Tender Document(s)
2. Additional Document(s) (if any)
3. BOQ Document (Price Bid Format)
4. Corrigendum (if any)
5. Pre Bid Meeting Minutes (if any)

We 

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 (Name of the Tenderer) hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre-bid meeting. In the event our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

**SIGNED FOR AND ON BEHALF OF TENDERER(S)**

Name of Tenderer(s)

Date : 

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Place :

Seal & Signature of Tenderer

**NOTE:**

This declaration should be signed by the Tenderer's authorized representative on COMPANY LETTERHEAD who is signing the Bid and scanned copy to be uploaded.

# INDUSTRY LPG TRANSPORT DISCIPLINE GUIDELINES

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## **1.0 INTRODUCTION**

### **1.1 Objective**

To evolve uniform Transport Discipline Guidelines (TDG) for transportation of bulk LPG by Tank Truck (TT) for:

- a. Stock Transfers / Purchase from one location to another.
- b. Delivery of product to Bulk LPG Customers as applicable

### **1.2 Purpose**

The purpose of Transport Discipline Guidelines is to ensure that:

- 1.2.1 Bulk LPG is filled in TT in accordance with Industry defined Operations Manuals / Procedures.
- 1.2.2 Bulk LPG is transported and delivered to the receiving locations safely and in good condition conforming to the IS specifications.
- 1.2.3 A well defined system of checks exists at various stages of handling of Bulk LPG at loading as well as Unloading locations including enroute.

### **1.3 Scope**

- 1.3.1 This TDG will be implemented w.e.f. 01.09.2018 on Industry basis and supersedes the earlier TDG.
- 1.3.2 The procedure/ code outlined in these guidelines are only the minimum required in order to ensure quality and quantity of the product during receipt, storage, transit and delivery. Therefore, standard operating procedures with due regard to safety in handling of petroleum products in general shall be followed as laid down in the respective safety and operations guidelines / manuals of the Oil Industries. It is expected that such standard procedures will be followed at all times in addition to the instructions contained in the following chapters of these guidelines.
- 1.3.3 Changes, if any, in these guidelines will be advised through serially numbered amendments and will be displayed at the location notice board / website of the respective Oil Companies. These changes will be implemented with immediate effect from the date of its amendment.
- 1.3.4 In case of any discrepancy in contract clause and TDG clause, the clause in TDG will prevail.

## **2.0 TRANSPORTATION**

### **2.1 Transport Contract Agreement :**

- 2.1.1 Industry LPG Transport Discipline Guidelines shall be part of the transport contract agreement signed between the respective Oil Companies and Transporters.
- 2.1.2 TT shall not be used for any product other than the designated product and will operate only for the Oil Company with whom the agreement has been entered into.
- 2.1.3 On finalization of contract, transporter shall place the truck at a location as directed by Corporation for induction. Before induction of trucks, location shall carry out physical verification / safety checks of only those trucks bearing registration number as mentioned in LOI/Provisional work order. When the truck is physically presented by transporter at location for induction, the authenticity of truck is physically checked w.r.t. its parameters like Engine/ Chassis/ Tank Number punched on truck vis-à-vis that mentioned in Original documents of RC Book / PESO License, PESO approved Tank drawing, etc. These aforesaid documents also should tally with the documents submitted at the time of submission of credential bid in respect of the said tank trucks. Once the authenticity of truck is checked w.r.t. physical parameters and original documents & cross verified with the documents submitted in the credential bid and if found tallied in all respect, then only the fitness of the truck for induction/ loading is checked for safety parameters. Otherwise the TT will not be inducted. In case of TTs found fit for induction then Fitness Certificate, Hydrotest Certificate, SRV Test Certificate, Degassing certificate, Purging certificate, LPG purchase certificate etc. as per the check list to be verified. One set of accepted documents duly certified by location Officer is retained at location and the other set of accepted documents is sent to Region / Zones. These are the final documents that represent the trucks, which are inducted.
- 2.1.4 Before induction of TT as well as induction of any new driver, valid health check up certificate of TT crew as per Factories Act / Rules (Latest) will be submitted by transporter to the Plant.
- 2.1.4 The above documents are checked vis-à-vis the documents already submitted by the transporter along with tender. The documents which are found in order may be checked from PESO / Road Transport Authority (RTO) / any other statutory authority for verifying the genuineness of the documents by respective Regions/ Zones. The trucks for which documents are not found in order during this exercise or during the pendency of contract, the Corporation reserves the right to reject any or all the tank trucks offered by the transporter or cancel the provisional LOI/ Work order. The Corporation also reserves the right to take any other action including Suspension / blacklisting / holiday listing.

- 2.1.5 Transporter shall ensure that TT is painted and maintained as per the Visual Manifestation / Colour Scheme advised by the Oil Company from time to time. Transporter shall also ensure that the name of Oil Company & Logo is prominently displayed on the tank of TT and the name of the base location in the information panel as per the directions of the Oil Company. HAZCHEM to be painted as per the standards issued by the Oil Companies. Violation in this respect will be treated as irregularity and action for suspension of TT shall be taken as mentioned under Clause No. 7

## **2.2 Fitness of Tank Truck**

- 2.2.1 Transporter shall be responsible for providing a TT fit in all respects to carry product and shall be transporting/ delivering the same in good condition, as per IS specifications, to the receiving locations/ Bulk customers / and shall be held accountable for any malpractice/ pilferage en- route.
- 2.2.2 TT shall be duly approved for its design/ fittings by Explosives Department (PESO). Transporter shall be responsible for ensuring that the integrity of the TT fittings is maintained in accordance with the conditions laid down by the licensing authority at all times.
- 2.2.3 The original and a copy of the approved drawing of the tank, valid Explosives License, Registration Book (RC), Fitness Certificate, Insurance, Hydro test certificate, SRV test certificate, Degassing certificate, Purging certificate, LPG purchase certificate etc., shall be submitted to the location. Original certificate shall be returned to the Transporter after verification. TT shall carry valid Explosive License in original and other documents issued by PESO / Road Transport Authority (RTO) / any other statutory authority, Degassing certificate, Purging certificate, LPG purchase certificate, at all times.
- 2.2.4 TT without valid Explosives (**PESO**) License shall not be utilized, unless authorized by Explosives Department to use the TT pending renewal.
- 2.2.5 Transporter shall ensure compliance to various statutory rules and regulations, including provisions of Explosive license / Motor Vehicle Acts / Motor Vehicle Rules in force at all times during the period of Contract agreement.
- 2.2.6 Transporter shall provide arrangements for sealing of TT manifold and/or locking of Valve-box as advised by Oil Company from time to time. The transporter to ensure that, the integrity of the sealing & locking arrangements is maintained against any tampering at all the times.

## **2.3 Tank Truck Accident**

- 2.3.1 In case of TT accident, the crew & Transporter shall inform the nearest Bottling Plant/ Loading location of the Corporation or of any other Oil Company immediately of the occurrence of the accident. It shall be the responsibility of transporter to inform Police Station, District Administration, P E S O Nagpur / nearest Zonal office of the Explosives Department and shall guard the vehicle as well as product.



- 2.3.2 Transporter, if warranted, shall arrange to transfer/ salvage the product in another fit TT immediately in presence of representatives from Oil Companies only and after obtaining permission from the respective Oil Company and various statutory authorities. Proper safety precautions are to be followed while transferring the product from the damaged vehicle.
- 2.3.3 Transporter shall complete all the statutory formalities including lodging of FIR & shall submit accident report to the base location/plant/Zone/Region. Non lodging of FIR, not reporting the accident to the Oil Company shall be construed as a malpractice & penal action will be taken against the Transporter as outlined under clause no. 7.0.
- 2.3.4 Should in the event of an accident or otherwise, the Corporation or any other Oil Company render any assistance to the transporter in evacuating the LPG or in moving the tank truck to a safe location or in any other manner whatsoever, then the actual expenditure incurred by the Corporation / Other Oil Company excluding the personal expenses of the Corporations officials in rendering such assistance shall be reimbursed by the Transporter/s to the Corporation/Other Oil Company on demand. In case of failure to reimburse by transporter within 15 days of demand date, it will be recovered from the bill of transporter. In case of Emergency Response Vehicle (ERV), transporter has to bear the nominal expenses of Rs. 10000/- per event.

In case of assistance of providing ERV from other than the contracting Corporation, transfer of recovered amount will be made to the Corporation providing ERV by the contracting Corporation within one month.

In case any fire tender reaches the accident site and concerned agency raises the claim for providing the fire services then the claim has to be settled by the concerned transporter. In case, the transporter not settling the claim of Fire Tender, then concerned Corporation will settle the claim and recover the same from the transporter's pending bill.

Transporter shall arrange suitable crane (s) if it is required to lift the accident truck from the site of accident. Cranes (s) shall be arranged in less than 8 hours time from the time of accident. Transporter is liable for the damages, if any, arising out of non-arrangement of crane or delayed arrangement of crane at the accident site.

In case of non-settlement of bills or delayed response by the transporter on above accounts, Corporation will settle the claim whatsoever with different vendors and recover the same from transporter's bill.

## **2.4 Other formalities**

- 2.4.1 Transporter shall engage 2 (two) nos. of TT driver who have undergone training on transportation of hazardous goods as stipulated under the Motor Vehicle Acts/ Rules. The driving license of the driver should be endorsed by Road Transport Authorities to this effect.

It is the responsibility of the transporter to ensure second crew is there in the TT at all the times in line with the statutory requirements. In case second crew is not arranged / not made available at any point of time in the TT, Oil Marketing Company reserves the right to deduct corresponding amount from the running bills of the transporter as outlined under clause no. 7.0.

- 2.4.2 Emergency Information Panels shall be correctly displayed on the TT as stipulated.
- 2.4.3 The TT registration number shall be painted on the fire extinguishers carried by the TT.
- 2.4.4 Transporter shall ensure that TT crew follows the specified route.
- 2.4.5 Transporter shall submit an undertaking in their letter head containing details of TT crew, antecedents of the TT crew obtained from local Police, photographs & a copy of valid driving license of the driver to the base location/plant/Zone/ Region and obtain entry pass/photo ID card for the crew from the base location/plant/ Zone/ Region. Verification of C&A (Character & Antecedents) needs to be adhered to by transporter and their crew, as per Policy/guidelines of respective Corporation.
- 2.4.6 Before embarking for the delivery, it will be Transporter's or his representative's responsibility, to ensure that TT crew has correct:
  - a. Challan / Invoice
  - b. TREM Card and standing instructions

### **3.0 PRODUCT LOADING**

#### **3.1 Quantity Measurement**

- 3.1.1 Bulk LPG shall be loaded, transported and received in accordance with Industry defined Operations Manuals/ Procedures.
- 3.1.2 The TT shall be loaded at loading source on Net Weight Basis using a Weigh bridge or mass flow meter or any other means which can be witnessed by the driver.
- 3.1.3 **The loading location** shall issue a stock transfer document or sale document indicating the Net Weight loaded in the TT which shall be signed by the driver of the TT. The Net weight indicated in these documents shall be considered as product loaded for all purposes of calculation of shortages etc.

#### **3.2 Sealing of Tank Truck**

- 3.2.1 Sealing of the TT shall be done in accordance with the guidelines of the Oil Company at the loading location.
- 3.2.2 Transporter to ensure that the integrity of the sealing system is intact at all times.
- 3.2.3 Any act of tampering with the sealing system shall be construed as malpractice and action shall be taken against the Transporter as outlined under clause no. 7.0.

## **4.0 PRODUCT UNLOADING / RECEIPT**

The procedure outlined hereunder is applicable for the receipts of product at the receiving locations/ Bulk customers.

Responsibility towards handling of product shall be in accordance with the Industry Operation Manuals / Procedures in force.

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

**4.1.1 Checking sealing system :** The sealing system shall be checked. If found tampered, then it will be construed as a malpractice and action shall be taken as mentioned as outlined under clause no. 7.0.

#### **4.1.2 Quantity determination: Weighment method**

The contents of the tank truck shall be verified by actual weighment using a weigh bridge or mass flow meter or any other means which can be witnessed by the driver. The tank truck should be weighed prior to the unloading operation and again after the completion of the unloading operation. The difference represents the quantity of product unloaded. Proper records of the same shall be maintained.

The Corporation agrees to normally ignore any shortage up to a maximum of 40 KG per trip between the loading point and unloading point irrespective of the tank truck capacity. In case of any shortage beyond 40kg, recovery will be made as outlined under clause no. 15 of contract agreement.

#### **4.1.3 Requirements of Tank trucks for loading/unloading operations:**

- a) PESO approved spark arrestor is welded to the exhaust pipe and routed to front side of the truck towards driver side, unless exempted by PESO
- b) 2 nos. BIS approved pressurized 9 Kg DCP extinguishers having truck registration number, date of monthly checking / charging, date of hydro-testing should be available in easily accessible / removable position.
- c) Quick closing manifold valve with lever indicating close and open status and locking arrangement with color-coding for the liquid and vapour valves.
- d) No visible dent on the tank body.
- e) Fitted tyres are in roadworthy condition as per latest CMV Rules.
- f) All junction boxes are properly sealed.
- g) No loose electrical wiring / terminal. Complete wiring shall be with fuse links of proper rating for over current protection. Electrical wiring should be insulated.
- h) Truck is self-starting.
- i) Readily accessible Master switch with 300 Amp rating for cutting off the supply from the battery is provided inside the cabin.
- j) No Leakage from any fittings or joints.
- k) Availability of all statutory valid licenses / certificates.
- l) Height barrier is provided as per design Specifications.
- m) Fuel Tank is protected by means of stout guard and fuel tank cap is locked.
- n) Carries TREM CARD, Training Card and instructions booklet- detailing instructions on handling emergencies enroute.
- o) No repairs shall be carried out on the truck while it is in the unloading / loading area. The crew should remain present throughout the operation.

- p) Tank trucks should be unloaded only at the unloading points provided for the purpose. The tank trucks should be properly positioned at the unloading point earmarked for this.
- q) The sequence of activities to be carried out loading/ unloading point are (i) Position the TT on the loading / unloading bay (ii) Switch off the engine (iii) Switch off the Master switch (iv) Apply hand brakes (v) Keep the truck in neutral gear (vi) Place wheel chokes under the front and rear wheels (vii) provide earthing connections, one to the bullet and the other to the chassis on the given points/cleats and check for proper continuity (viii) keep the fire extinguishers near the TT before commencing the operation. (ix) Thereafter, Crew to follow the instructions of the Corporation's authorized personnel at the loading / Unloading gantry.
- r) After all the liquid LPG has been decanted from the tank truck, the remaining vapour in the bullet is recovered and the tank truck pressure is reduced to 50 psi.
- s) Before disconnecting the hoses / unloading arms, the valves of the tank truck should be checked for closure and also the valves at the receiving risers should be re-checked for closure.
- t) The truck should be started only after the clearance by the corporation's authorized person after thorough inspection of the tank truck, and ensured by them that the hoses / arms have been disconnected, tank truck valves closed and plugged, bonding cable wires disconnected and there is no concentration of vapour around the vehicle.
- u) Safety fitting viz. safety valve, roto gauge, pressure gauge and temperature gauge are adequately protected by 8 mm thick steel plate.
- v) Tank trucks are not unauthorisedly parked within Refinery / loading source / Bottling Plant premises, and no truck shall be left unattended at any point of time. The Tank Truck shall always be accompanied by both the drivers inside the loading/ unloading plant.
- w) Prior permission of the loading base/plant in-charge to be obtained in writing before carrying out any hot repairs to the TT. Hot repairs to the TT to be carried out only after de-gassing. Purging to be done before resuming loading of the TT. Valid degassing / purging certificate along with hydro-testing certificate should be made available to the Corporation on demand / in case of hot repair of tank.
- x) TT (both Prime mover and Trailer) should be fitted with ABS mandatorily.
- y) TT should be fitted with VTS and internal EFCV as per laid down guidelines.
- z) Internal Excess flow check valves are functioning.

## **5.0 TANK TRUCK MONITORING**

- 5.1** Transporter having agreement with the Oil Company for a TT shall not enter into agreement with other company for the same TT. Transporter shall not enter into agreement with the Oil Company for the blacklisted TT. If it is subsequently proved that the Transporter has entered in to agreements with other Oil Company for the same TT then it shall be construed as malpractice & penal action would be taken against the Transporter as outlined under clause no. 7.0.
- 5.2** The Oil Company who has blacklisted / holiday-listed TT/ Transporter under their agreement shall circulate the list of such TT/ Transporter containing registration, engine and chassis numbers to other oil companies.
- 5.3** Transporter shall not enter into agreement with the Oil Company by submitting forged documents/ false information. In case any TTs found with forged documents subsequently / false information submitted, it shall be construed as malpractice & penal action would be taken against the Transporter as outlined under clause no.7.0.

- 5.4** In case a TT has not reported for delivery at the receiving location after a reasonable transit time, Transporter shall inform loading location and receiving location the reasons for delay and likely date of reporting.
- 5.5** In case a TT is not received at the receiving location within a reasonable time, action shall be taken against the Transporter as outlined under clause no. 7.0.
- 5.6** Transporter shall strictly follow the authorized route stipulated by the Oil Corporation. Any unauthorized deviation from the authorized route would be considered as a malpractice and action will be taken against the transporter as outlined under clause no. 7.0.
- 5.7** TT should not be stopped en route without any valid reasons. Any deviation shall be construed as a malpractice and action shall be taken against the Transporter as outlined under clause no. 7.0.
- 5.8** Transporter to ensure that the TT reaches the destination and delivers product to the consignee/location within a reasonable time. The TT not reaching the destination or unauthorized delays shall be construed as a malpractice and action will be taken against the transporter as outlined under clause no. 7.0.
- 5.9** Transporter shall ensure that TT does not exceed the speed limits prescribed by the concerned authorities. Any over speeding detected will be liable for punishment as outlined under clause no. 7.0.

## **6.0 HEALTH, SAFETY & ENVIRONMENT**

- 6.1** All rules/ regulations and statutory requirements shall be strictly followed by the Transporter and their work force i.e. 2 (two) drivers at the work place and on the road while transporting product.
- 6.2** TT crew shall wear seat belt while driving vehicle on the road.
- 6.3** No TT shall be plied by the driver without the second driver, either on the road or at any work place.
- 6.4** The TT crew would not be permitted to enter the location premises without use of the personal protective equipment i.e. safety shoes, helmet, goggles & gloves. This will be treated as irregularity and action for suspension of TT shall be taken as mentioned under Clause No. 7.0.
- 6.5** The crew of TT shall check safety fittings, fitness conditions of vehicles to ply on road before the TT is brought for loading.
- 6.6** Safety procedures ( SOP / Do's and Don'ts ) for unloading and loading of vehicles at the supply location as well as at the destination, i.e., receiving locations/ Bulk customers etc. shall be strictly adhered to.
- 6.7** It shall be mandatory for all drivers to undergo refresher training course / training programs as per OISD-154 as well as other training programs organized by the locations.
- 6.8** The TT should be driven only by persons having valid driving license issued as per MV Act for Hazardous goods and duly authorized by transporters.

- 6.9** TT crew to undergo routine health check as per Factory Act and need to be in sound health condition. The subject certificate needs to be periodically submitted to concerned plant. Yearly eye-checkup including checkup for colour blindness to be ensured and certificate to be submitted to concerned.
- 6.10** The Transporter shall ensure that the TT crews are not in intoxicated state while on duty. This will be treated as irregularity and action for suspension of TT shall be taken as mentioned under Clause No. 7.0.

## **7.0 PILFERAGE/ MALPRACTICES/ IRREGULARITIES/ PENALTIES**

TT caught for having indulged in Pilferage/ malpractices/ irregularities shall be immediately suspended by the location in-charge. However, an investigation shall be conducted as per the laid down procedure of the company by a local committee of two officers in consultation with Regions/ Zones/ State. On investigation, if the Pilferage/ malpractice / irregularities is established then penal actions stipulated as under shall be taken.

### **7.1 Penalties in case of Pilferage/ Adulteration / Short Delivery**

In case of Pilferage / Adulteration / Shortage of product delivered, the action against the Transporter shall be initiated as under :

Sr.No.	Pilferage/ Adulteration / Short Delivery	No. of instances under Contract		
		First	Second	Third
7.1.1 a	Product shortage more than 500 Kgs / Adulteration detected	Warning with Suspension of TT for Fifteen days	TT shall be suspended for six Months	TT shall be blacklisted on Industry basis
7.1.1 b	TT caught en-route by District Administration / Oil Company officials for indulging in pilferage	Termination of TT crew and suspension of TT for 6 months or till the case is decided whichever is earlier. (Further action will be taken as per final court order)		

However, an investigation shall be conducted and if the complicity of the Transporter is detected during investigation in any of the above cases of Pilferage/ Shortage, during the tenure of the contract, the whole contract comprising of all the TTs belonging to the concerned Transporter shall be terminated and the concerned Transporter & all their TTs shall be black listed on industry basis.

Cost of product as determined by the company shall be recovered from the Transporter in line with clause 15 of the contract agreement.

## **7.2 Penalties for malpractices/ irregularities**

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

- a. Unauthorised deviation from specified route/unauthorized delay/enroute stoppage for invalid reasons / night driving in sectors prohibited by Statutory Authorities or as decided by the contracting Corporation / not reaching destination/refusing to enter inside the loading/unloading location for loading/unloading/over speeding.
- b. TT crew found in intoxicated state while on duty.
- c. For not wearing seat belt while driving on road or driving vehicle without the second driver.
- d. Tank truck crew unaware of operating the fire extinguisher
- e. Malfunctioning of safety equipment as mentioned in clause No. 4.1.3
- f. Polluting environment due to product spillage from tilting or leaky vehicles on road, in case of accident/ unsafe driving due to fault on the part of TT crew after investigation by committee.
- g. Accident involving injury or damages to the facilities at the work place
- h. Fatal accident at the work place involving tank truck
- i. Tampering with standard fittings of TT including the sealing, fittings/ fixtures, speed governors & unauthorized acts to cover shortages.
- j. Unauthorized use of TT for products other than LPG.
- k. Entering into contract based on forged documents/ false information
- l. Entering into an agreement for the same TT / blacklisted TT with other oil companies during the pendency of the contract.
- m. Not lodging FIR with the Police in case of accident, not informing/ submitting accident report to the Oil Company about the accident
- n. Tampering with Corporation documents like loading advice / challan / check list etc.,
- o. Unauthorized changing of horse/ prime mover en-route without prior approval of Corporation.
- p. Any act of the Transporter/ Transporter's representative that may be harmful to the good name/ image of the Oil Company, its' products or its services.
- q. Unsafe act by TT crew in plant premises / TT Parking area/ loading base.
- r. Failure on the part of transporter to participate in the rescue operation of their accident TT and delay in reaching the accident spot will be treated as an irregularity
- s. Tampering VMU (Vehicle Mounted Unit) of VTS system and removal of VTS during pendency of the Contract.
- t. Not painting the HAZCHEM as per the standard specifications.
- u. Not painting the vehicles as per the Visual Manifestation given by the respective Oil Companies.
- v. Non provision of ABS / non – functioning of ABS.
- w. TT crew not wearing personal protective equipment i.e. safety shoes, helmet, spectacles (wherever necessary) and entering location premises.
- x. Non provision of three point seat belt and non provision of large rear view mirror.
- y. Not having 2<sup>nd</sup> driver at any point of time of operation i.e. while on road or during loading / unloading operation.

## 7.2.2 Penalties upon detection of malpractice/ irregularities

The Transporter shall attract penalties for the malpractice/ irregularities as given below and the TT mentioned in the following instances shall be suspended/ blacklisted along with TT crew. However, an investigation shall be conducted and if the malpractice / irregularity is established then penal actions stipulated as under shall be taken.

SR. NO.	TYPE OF MALPRACTICE/ IRREGULARITY	NUMBER OF MALPRACTICE/ IRREGULARITY		
		First	Second	Third
7.2.2.1.1	Not wearing seat belt while driving on road, over speeding, Stoppage en-route for invalid reasons and any unsafe act by TT crew inside the plant premises and TT parking area.	TT including driver shall be suspended for one week	TT including driver shall be suspended for fifteen days	TT including driver shall be suspended for one month.  Same action shall be applicable for subsequent violations.
7.2.2.1.2	Vehicle found without 2 <sup>nd</sup> driver at any point of time during the contract period.	Rs.100000/- instance and suspension of TT for one week.	Rs.200000/- instance and suspension of TT for one month.	TT shall be blacklisted on Industry basis
7.2.2.2	Tank truck crew unaware of operating the fire extinguisher/ non functioning of TT fire extinguisher, Malfunctioning of safety equipment like hand brake, master cut-off switch etc. as mentioned in clause 4.1.3 above, TT crew found in intoxicated state while on duty.	TT including driver shall be suspended for one week and re-induction of driver after mandatory safety training	TT including driver shall be suspended for fifteen days and re-induction of driver after mandatory safety training	TT including driver shall be suspended for one month and re-induction of driver after mandatory safety training  Same action shall be applicable for subsequent violations



7.2.2.3	Non-display or non-re-painting (in case peeled off / non standard) of HAZCHEM sign as per standard specification. Painting / re-painting of the vehicle not done as per Visual Manifestation standard.	TT shall be suspended till corrective action is taken.		
7.2.2.4(i)	Unauthorized deviation from the standard route,	TT including driver shall be suspended for one month	TT including driver shall be suspended for two months	TT including driver shall be suspended for three Months  Same action shall be applicable for subsequent violations
7.2.2.4(ii)	Night driving in sectors prohibited by Statutory Authorities or as decided by the contracting Corporation	TT including driver shall be suspended for one month	TT including driver shall be suspended for two months	TT shall be suspended for three Months  Same action shall be applicable for subsequent violations
7.2.2.4(iii)	In case of accident involving injury or damages to facilities at the work place.	TT including driver shall be suspended for three months	TT including driver shall be suspended for six months	TT including driver shall be blacklisted on Industry basis

7.2.2.5	<p>Polluting environment due to product spillage from tilting or leaky vehicles on road, in case of accident/ unsafe driving. Failure on the part of transporter to participate in the rescue operation of their accident TT and delay in reaching the accident spot will be treated as an irregularity.</p> <p>Unauthorised use of TTs for products other than LPG.</p> <p>Unauthorized changing of horse/ prime mover en-route without prior approval of Corporation.</p>	TT shall be suspended for three months or till the fresh license from PESO is obtained, whichever is later.	TT shall be blacklisted on Industry basis	
7.2.2.6	TT crew not wearing Personal Protective equipment i.e. safety shoes, helmet, spectacles (wherever necessary), night goggles while entering location premises.	TT including TT crew shall be suspended for one week and re-induction of driver after mandatory safety training	TT including TT crew shall be suspended for fifteen days and re-induction of driver after mandatory safety training	<p>TT including TT crew shall be suspended for one month and re-induction of driver after mandatory safety training.</p> <p>Same action shall be applicable for subsequent violations</p>
7.2.2.7	<p>Fatal accident involving TT and resulting in death at the work place,</p> <p>Entering into an agreement for the same TT with other oil companies during the pendency of the contract,</p> <p>Not lodging FIR with the Police in case of accident, not informing / submitting accident report to the Oil Company about the accident. Tampering with Corporation documents like loading advice, challan &amp; check list etc.</p>	TT and driver shall be blacklisted on Industry Basis		

7.2.2.8 (i)	TT not reaching destination within stipulated trip time without prior permission of location in charge, Unauthorized use of TT for products other than the LPG, Unauthorized changing of horse/ prime mover en-route without prior approval of Corporation.	TT shall be suspended for one month	TT shall be suspended for two months	TT shall be suspended for three months  Same action shall be applicable for subsequent violations
(ii)	TT crew / Transporters resorting to any disturbances or unrest or illegal strike either at loading / unloading locations by non placing the tank trucks for loading / unloading leading to disruption of loading / unloading operation.	Penalty @Rs. 1000/ truck / day will be levied.	Penalty @Rs. 2000/ truck / day will be levied	Penalty @Rs. 3000/ truck / day will be levied  Same action shall be applicable for subsequent violations
7.2.2.9	Tampering with standard fittings of TT including the sealing, locking, fittings/ fixtures, removal of VMU / tampering of VMU of VTS, absence of ABS in prime mover and trailer/Three point seat belt/ large view or non large rear view mirror / non functioning of ABS.	TT shall be suspended for one month or till rectification , whichever is later	TT shall be suspended for two months or till rectification , whichever is later	TT shall be suspended for three months or till rectification , whichever is later  Same action shall be applicable for subsequent violations
7.2.2.10	Entering into contract based on forged documents/ false information.	Cancel the Contract and blacklist TT & transporter		
7.2.2.11	Any act of the Transporter/ Transporter's representative that may be harmful to the good name / image of the Oil Company, its products or its services	As decided by the company		

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

### **7.2.3 Period of blacklisting**

The period for blacklisting for the Transporter & TTs shall be TWO years. However, the company reserves the right to extend the ban on the concerned Transporter/ TT after the period of TWO years is over. Depending upon the seriousness of the offence, the Transporter/ TT may be banned permanently.

- 7.3 In case the Transporter is found indulging in any malpractices which are not covered/specified in this transport discipline guidelines, necessary action would be taken after investigation

### **NAMES & Signatures**

**Transporter**

**Oil Company**



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## Special Instructions to the Bidder for participating in e-Tender

Indian Oil Corporation Ltd. has developed a secured and user friendly e-Tendering system through National Informatics Center (NIC), which enables Vendors / Bidders to Search, View, Download tenders directly and also enables them to participate & submit online bids on the e-Tendering site <https://iocletenders.gov.in> in a secured and transparent manner maintaining confidentiality and security throughout the tendering process.

Bidders are advised to download Notice Inviting Tender along with other tender documents from the e-Tendering portal <https://iocletenders.gov.in> free of cost using their digital signature & registered user ID. The bids should be submitted online on our e-Tendering portal only. EMD / any other document(s) as per Tender (to be submitted in original) must be submitted before the due date and time failing which the bid shall be summarily rejected.

Vendor should have a legally valid **Class II or above** Digital Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (For details regarding Digital Certificate Provider please refer to Point 8 of “Information about DSC” on the home page). All interested bidders are requested to register themselves using the link “**Online Bidder Enrollment**” on the home page and enroll their digital certificate during their first login attempt.

***It is advised to take extreme precaution while mapping digital certificate to a particular user profile. Once a digital certificate is enrolled to a user account, it cannot be used for any other registration in the system.***

Bidders are requested to read following conditions in conjunctions with various conditions, wherever applicable appearing with this bid invitation for e-Tendering.

The conditions mentioned herein under shall supersede and prevail over the contradicting conditions (if any) mentioned elsewhere in the tender documents.

### **1.0 Procedure to submit On-line Bids**

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal where detailed procedure for submission of bids is available under the section “**Bidders Manual Kit**”.



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## Special Instructions to the Bidder for participating in e-Tender

### **2.0 System Generated Communication(s)**

The alerts / reminders in the form of SMS / e-Mail are sent to bidders by the system at various stages of tender as mentioned below:

- Reminder for Registered Digital Certificate Expiry before 30 days;
- Issuance of Limited Tenders to the selected bidders;
- Change in Password;
- Bids uploaded but 'Freeze' button not clicked;
- On issuance of Corrigendum if the tender is downloaded from DSC Registered Account/ made it favorite;
- Posting of any Techno-Commercial Query by the department;
- Date and Time for Opening of Price Bid to all technically accepted bidders ;
- AOC to successful bidder(s).

Please note, communication alerts in the form of e-Mail/SMS will be sent to the bidder if and only if

- His/her e-Mail/Mobile No. registered in the portal is correct and latest.

In addition to the above communication, the information is updated in portal under 'Pending' section of Dashboard like:

- a) Limited Tender(s) to be made as favorite;
- b) TQ/CQ to be responded;
- c) Bids to be frozen;

All bidders must login and visit their DASHBOARD section on regular basis to get the timely updates related to the pending activities as mentioned above at their end to act timely even if they have missed any communication sent to them in the form of e-Mail / SMS by system.

### **3.0 Tender Search**

All tenders available on the website can be searched by using the "Search Active Tenders" menu under Bidder's profile. Use any of the searching criteria to search your tender. For a refined search, enter e-Tender ID under "Tender ID" or enter Work Title under "Work/Item Title" and click Submit. The intended tender(s) should be checked and saved as "Favorite" by



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## **Special Instructions to the Bidder for participating in e-Tender**

clicking on the check box. The bid submission process will start by clicking the menu “My Tenders”.

### **4.0 My Documents**

Provision of “My Documents” is available to bidders for uploading frequently required documents in advance.

However, Uploading of any document in “My Documents” does not imply that the same is submitted along with any tender.

### **5.0 Price Bid**

Price Bid (BOQ) as given in the tender must be downloaded and saved at bidders’ local PC / Laptop without any change. Bidders shall fill the required details/prices in BOQ, save it and upload the filled-in BOQ in the portal.

### **6.0 Tampering of Documents**

The following shall be considered as Tampering of documents:

- Submission of Scanned copy or Photocopy of Price bid (BOQ);
- Submission of any file other than original Price Bid (BOQ);
- Insertion of additional sheet(s);
- Change in content or context of the original file;
- Protection of Workbook over and above Sheet Protection done by IOCL.

**Such bids will be summarily rejected at the time of evaluation.**

### **7.0 Uploading and Confirmation**

Bid along with all the copies of documents should be submitted in the electronic form only through Indian Oil e-Tendering system. Bidder has to ensure that their bid submission is complete in all respect by clicking on the ‘**FREEZE BID SUBMISSION**’ button. Any revision or amendment in bid after bid submission shall be possible only up to the due date and time of submission of tender. Bidder in turn will receive an acknowledgement against his/her bid submission. Successful submission of bid can also be verified under “My Bids” section.



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## Special Instructions to the Bidder for participating in e-Tender

### 8.0 In case of Online Earnest Money Deposit (EMD)

#### A. Payment of Earnest Money Deposit (EMD)

- (a) The requisite EMD amount be submitted online by using either of the following methods **ONLY**:
- I. Through “Online Net Banking” (for stage wise process, please see below)
  - II. Through “NEFT / RTGS” (for stage wise process, please see below)
- (b) In case of online payment through Net Banking the bidder should have active bank account with internet banking facility. IOCL e-Tendering portal facilitates online transaction for all major banks.
- (c) The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund (if any).
- (d) Freezing of Bid can be done only after completion of EMD submission process.

#### B. Refund of Earnest Money Deposit (EMD)

For detailed process of EMD refund, please refer **“FAQs-IOCL-Online-EMD”** document attached as part of Tender Documents.

### 9.0 Process for Online Earnest Money Deposit (EMD)

There are three steps to pay EMD

1. **Claiming EMD Exemption, (if applicable)** - Bidder to confirm whether he is exempted from EMD payment or not. If he is exempted from EMD payment then portal will ask to upload Exemption document.

The screenshot displays the 'BID SUBMISSION' section of the portal. A progress bar at the top indicates five steps: 1. FEE DETAILS, 2. EMD DETAILS, 3. FEE CONFIRMATION, 4. UPLOAD DOCUMENTS, and 5. BID CONFIRMATION. Below this, the breadcrumb trail shows 'My Tenders' followed by 'EMD Online Payment'. The main content area contains a red instruction: 'If, You are exempted from EMD payment, then select the option to 'Yes' and provide the details.' Below this instruction is a question: 'Are you exempted from EMD payment:' with two radio button options: 'Yes' and 'No'. The 'No' option is currently selected. A 'Next >' button is located at the bottom right of the form.





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## Special Instructions to the Bidder for participating in e-Tender

2. **Payment Detail** - Bidder to check the EMD amount to be paid before making online payment.

**BID MANAGEMENT**

1 FEE DETAILS → 2 EMD DETAILS → 3 FEE CONFIRMATION → 4 UPLOAD DOCUMENTS → 5 BID CONFIRMATION

My Tenders → Transaction Message

[Edit EMD Exemption](#)

**Payment Details**

Tender Id :  
Tender Reference Number :

Element	Amount (INR)	Paid (INR)
Fee Amount	0.00	0.00
EMD Amount	29	0.00
Total Amount	29	0.00

[Encrypt & Upload](#) [Back](#)

3. **Online EMD Payment Process** – Bidder can proceed to pay Online EMD anytime during Bid submission window by clicking “Click on NEXT BUTTON to process online payment” button.



**Bid Submission** → Packet Details

Organization Chain :  
Tender Reference Number :  
Tender ID :  
Tender Title :  
Bid Submission End Date & Time :


✓ You have uploaded your packet document(s). However your bid is considered valid only after receiving bid acknowledgment on clicking 'Freeze Bid Submission' button.


**Tender Covers** [View Uploaded File Details](#)

**Fee/PreQual/Technical/Finance**

  
✓ 

Click Next button to process Online Payment. [Next >](#)

 Please use My Documents option to upload high volume of technical documents and Other Important documents.

 Click this icon to Re-Upload the documents.

[Back](#)



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## Special Instructions to the Bidder for participating in e-Tender

### Bidder to check the amount of EMD

My Tenders : → Online Payment

Organisation Chain :  
Tender Reference Number :  
Title :  
Tender Id :

**Fee Payment Details**

Provide your information for payment gateway

Tender Fee (Inclusive of Taxes)(INR)	0.00
Availed Tender Fee Exemption (INR)	0.00
Tender Fee To be Paid (Inclusive of Taxes)(INR)	0.00
EMD Fee (INR)	29
Availed EMD Exemption Fee in Percentage	0
Availed EMD Exemption Fee (INR)	0.00
EMD Fee To be Paid (EMD Fee - Availed EMD Exemption Fee)(INR)	29
<b>Total Fee (Tender Fee To be Paid + EMD Fee To be Paid) (INR)</b>	<b>29</b>

Click the 'Submit' button to pay the amount in payment gateway.

**Cancel** **Submit**

**Online payment option**- There are two options i.e. **Online NetBanking** or **NEFT / RTGS** mode.

- In case of **Online Net Banking**, bidder must have net-banking user ID and password.
- In case of **NEFT / RTGS**, site will generate the Payment Challan, which bidder will submit to his bank in physical form for making payment. After making payment, bidder to update the payment detail on to e-tender portal.

**a. Online Net Banking**

In case Net Banking is selected by clicking on - "*Online Net Banking*", System will take bidder to Payment Gateway site where bidder has to select net-banking bank name, here in the exemple, State Bank of India is selected. Bidder can make payment as any other net-banking payment is being made.



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## Special Instructions to the Bidder for participating in e-Tender

### OnLine Payment Gateway

Organisation Chain : IndianOil Corporation Limited

Tender Title :

Tender Id :

Tender Ref No. :

Total Amount (INR): 10

Net Banking

☐ Online Net Banking

☐ NEFT / RTGS

Back

Submit

#### Caution for NEFT Remittance:

1. Cash Payment (or) Multiple payments against single Bid (or) Payment through RTGS (or) NEFT Payment through online (or) Tampering the remittance form (or) payment after bid closure date, will lead to rejection of the bid.
2. It is the sole responsibility of the bidder to ensure the amount has been credited to the designated account through NEFT before bid closure date.

### OnLine Payment Gateway

Organisation Chain : IndianOil Corporation Limited

Tender Title :

Tender Id :

Tender Ref No. :

Total Amount (INR): 10

Net Banking

☒ Online Net Banking

☐ NEFT / RTGS

Back

Submit

#### Caution for NEFT Remittance:



1. Cash Payment (or) Multiple payments against single Bid (or) Payment through RTGS (or) NEFT Payment through online (or) Tampering the remittance form (or) payment after bid closure date, will lead to rejection of the bid.
2. It is the sole responsibility of the bidder to ensure the amount has been credited to the designated account through NEFT before bid closure date.



IndianOil

## Special Instructions to the Bidder for participating in e-Tender



Pay To : Indian Oil Corporation Ltd etendering		Amount :29.00
Pay By Using: <input checked="" type="radio"/> NetBanking		
Select Bank and Proceed		
Select Bank :	<input type="text" value="State Bank of India"/>	
<input type="button" value="Pay Now"/>		<input type="button" value="Cancel"/>
<small>Note : Fields marked as (*) are mandatory. After clicking on the "Pay Now" button you might be taken to your bank's website for 3D secure authentication or OTP authentication. Follow the payment steps as mentioned on the bank's website.</small>		
<div><div>Your transaction is processed through a secure 2048 bit encryption https internet connection based on secure socket layer technology. For security purposes, your following details have been logged. IP address 210.212.94.109 and access time Tue Aug 25 12:52:04 IST 2015.</div></div>		

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### OnLine Payment Gateway

### Payment Verification

Organisation Chain : IndianOil Corporation Limited

Tender Title :

Tender Id :

Tender Ref No. :

#### Pay Model : Online Net Banking

##### ✓ Terms And Conditions.

- You are being redirected to the Online Net Banking site.
- You have to complete the transaction with in the session time which is approximately 15 minutes.
- Money once transferred towards tender fee shall not be refunded at any point of time.  
This is applicable even in case you have not completed the tender process.
- Once payment is successfully completed, you will be automatically redirected back to e-Procurement site.
- It is the responsibility of the Individual to ensure that the payment is successfully completed and eProcurement system is not responsible for any malfunctions in the Bank payment gateway.
- please take print screen for bank acknowledgement page.



IndianOil

## Special Instructions to the Bidder for participating in e-Tender

### Terms and Conditions For Online Payments

The Terms and Conditions contained herein shall apply to any person ("User") using the services of Indian Oil Corporation Limited, hereinafter referred to as "IOCL", for making Earnest Money Deposit(EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through IOCL's website i.e. <https://iocltenders.gov.in/>. Each User is therefore deemed to have read and accepted these Terms and Conditions.

#### A. Privacy Policy

IOCL respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes IOCL's treatment of personally identifiable information that IOCL collects when the User is on the IOCL's website. The IOCL does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, IOCL may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by IOCL's website or seek voluntary information from the User.

Please be aware, however, that IOCL will release specific personal information about the User if required to do so in the following circumstances:

- in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- to protect or defend IOCL's legal rights or property, the IOCL's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of IOCL's website/offering.

#### B. General Terms and Conditions For Payment made via Payment Gateway

Once a User has accepted these Terms and Conditions, he/ she may register on IOCL's website and avail the Services.

The transaction charges for conducting the transaction using net banking on IOCL portal will be INR10+app taxes

IOCL's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of IOCL's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by IOCL with respect to such use. Each User accepts and agrees that providing of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of IOCL.

If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and

☒ I accept the Terms & Conditions

OK

Payment request is being processed



Transferring data...

Please do not press either of the "Submit", "Back" or "Refresh" buttons.

Processing the transaction usually takes upto 10 seconds. However at times it may take longer than that.

This online payment solution is secured using 2048 bit SSL encryption

This product is completely owned and managed by TechProcess Payment Services Limited.



IndianOil

## Special Instructions to the Bidder for participating in e-Tender



Login

25-Aug-2015 [12:56 PM IST]

User Name \*

Password \*

☐ Enable Virtual Keyboard

Online Virtual Keyboard

~	!	@	#	\$	%	^	&	*	(	)	_	+
`	5	6	0	7	8	3	9	4	2	1	-	=
t	e	w	q	r	o	i	p	u	y	{	}	
g	s	f	d	a	h	j	k	l	[	]	\	/
z	x	c	v	n	b	m	<	>	:	;	'	"
CAPS LOCK						CLEAR			, ? .			

[FAQ](#) | [About Phishing](#)



This site uses highly secure 256-bit encryption certified by VeriSign.

**Disclaimer:** The privacy of contract is between you and the service provider. Bank is only facilitating a payment mechanism and is not responsible for any deficiency in service by the service provider.



- ❖ Mandatory fields are marked with an asterisk (\*)
- ❖ Do not provide your username and password anywhere other than in this page
- ❖ Your user name and password are highly confidential. Never part with them. SBI will never ask for this information.

Once, payment is SUCCESSFUL, payment complete message will flash and bidder can freeze the bid.



IndianOil

## Special Instructions to the Bidder for participating in e-Tender

Print



Your Online transaction has been completed successfully.

Back

### Online Payment Details

Organization Chain : IndianOil Corporation Limited

Tender Reference Number :

Tender Title :

Tender Id :

Bank Name : **ICICI Bank**

Bank Number : 1234

PRN Number : 123456789

Transaction Status : **Success**

Tender Fee (INR): 0.00

Availed Tender Fee Exemption (INR): 0.00

Tender Fee Paid (Tender Fee - Availed Tender  
Exemption Fee)(INR): 0

EMD Fee (INR): 5,400

Availed EMD Exemption Fee in Percentage : 0

Availed EMD Exemption Fee (INR) : 5,390

EMD Fee Paid (EMD Fee - Availed EMD  
Exemption Fee) (INR): 10

Total Fee (Tender Fee + EMD Fee To be Paid)  
(INR): **10**

Click Freeze button to conclude your bid submission process.





IndianOil

## Special Instructions to the Bidder for participating in e-Tender

### b. NEFT / RTGS payment

In case bidder selects payment mode as NEFT / RTGS, a payment challan will be generated for making payment. Bidder to note that they should make NEFT payment atleast two working days in advance to Bid Submission End Date of Tender.

#### **Note:**

1. Only after realization of payment at e-Tendering Portal, “Freeze Bid Submission” button shall be enabled and bidder can submit their offer by clicking on “Freeze Bid Submission” button.
2. If the bidder submits bid through claiming “Full Exemption” and uploads NEFT /RTGS payment proof as supporting exemption document for whatsoever reason (e.g. late submission of EMD to bank, wrong account selection etc.), such bids shall be summarily rejected.

**OnLine Payment Gateway**

Organisation Chain : IndianOil Corporation Limited

Tender Title :

Tender Id :

Tender Ref No. :

Total Amount (INR): 10

Net Banking

☐ Online Net Banking

☒ NEFT / RTGS

Back

Submit

**Caution for NEFT Remittance:**

1. Cash Payment (or) Multiple payments against single Bid (or) Payment through RTGS (or) NEFT Payment through online (or) Tampering the remittance form (or) payment after bid closure date, will lead to rejection of the bid.

2. It is the sole responsibility of the bidder to ensure the amount has been credited to the designated account through NEFT before bid closure date.





IndianOil

## Special Instructions to the Bidder for participating in e-Tender



[Download ICICI Bank NEFT/RTGS Form](#)

Organisation Chain : **Pipelines HO||Contracts**

Tender Title : **Online EMD Payment Testing**

Tender Id : 2015\_PLHO\_20229\_2

Tender Ref No. : Online EMD Payment Testing -- COIS

EMD Fee (INR): 30

Total Amount (INR): 30

### ICICI Bank Response On Payment Details

Reference No : 30311133518

Amount : 30.00

Bank Reference No : 305

Status : P

Status Description : Pending

Instrument Type : ICICI NEFT/RTGS

UTR Remittance Number \*

EMD Fee Amount (INR)\*

Issuer Details \*

Issued Date \*



[← Back](#)



### Note:

1. Success - Payment Status has reached the eprocurement system from Bank.Please proceed bidding.
2. Pending - Payment Status has not been reached the eprocurement system from Bank.Please try after some time.
3. Failure - Payment Failure, please contact the remitted bank.

Bidder to download the NEFT Challan to make payment. Sample Challan is shown below.



IndianOil

## Special Instructions to the Bidder for participating in e-Tender

### NATIONAL ELECTRONIC FUND TRANSFER (NEFT)/ REAL TIME GROSS SETTLEMENT (RTGS)

(To be filled by Applicant in BLOCK LETTERS)

Bank's Copy

Date : 22/07/15

Sr No	Details of Beneficiary	
1	E-Proc Ref No	30311133518
2	Beneficiary Name	IOCL
3	Account No.	IOCL
4	IFSC code	00000104
5	Bank	ICICI Bank
6	Branch	ICICI Bank, CMS M
7	Amount in Rs.	30.00
8	Amount in words	Rupee

It is advised that all bidder make payment via RTGS/NEFT at least one day before the last day. In case bidder making payment on the last day and same is not available for the bidder for validation on account of any reason, the bidder and its bank service provider or payment gateway service provider will not be held responsible in any manner. In such cases, the bidder will be liable to pay the amount.

- It is the bidder's responsibility to ensure that RTGS/NEFT payment is made to the exact details as mentioned in the tender. In the event of any discrepancy, payment would not be considered and would not be available for the bidder's MD.
- Bidder is required to generate a separate tender since details in the challan are unique to each tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender.
- Under no circumstance, including whether the bidder has made duplicate/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, IOCL Division or its Bank or its service providers are under no obligation to disclose the details of payment made by any bidder.

Remit the amount as per above details, debiting my/our account for the amount of remittance plus Bank charges.

Customer's Signature  
Contact Phone No:

FOR BANK'S USE ONLY

Debit  
Debit Applications A/c. Date of Transfer  
Remittance No.



IndianOil

## Special Instructions to the Bidder for participating in e-Tender

Once, payment status is SUCCESS, Transaction completion message will flash and bidder can freeze the bid. Here it is showing as 'Paid -Subject to Bank Clearance', status will change to Success on next day.

Print

Your Online transaction has been completed successfully.

Back

### Online Payment Details

Organization Chain : **Pipelines HO||Contracts**  
Tender Reference Number : **Online EMD Payment Testing -- COIS**  
Tender Title : **Online EMD Payment Testing**  
Tender Id : **2015\_PLHO\_20229\_2**  
Bank Name : **00031020004581**  
Bank Number : **N203150083143537**  
Ref Number : **30311133518**  
PRN Number : **30311133518**

Transaction Status : **Paid - Subject to Bank Clearance**

Tender Fee (INR): 0.00  
Availed Tender Fee Exemption (INR): 0.00  
Tender Fee Paid (Tender Fee - Availed Tender Exemption Fee) (INR): 0  
EMD Fee (INR): 30  
Availed EMD Exemption Fee in Percentage : 0  
Availed EMD Exemption Fee (INR) : 0.00  
EMD Fee Paid (EMD Fee - Availed EMD Exemption Fee) (INR): 30

Total Fee (Tender Fee + EMD Fee To be Paid) (INR): **30**

Click Freeze button to conclude your bid submission process.

**Freeze Bid Submission**



IndianOil

## Special Instructions to the Bidder for participating in e-Tender

### 10.0 Help Desk

#### A. Helpdesk Nos. for portal related issues:

Bidders may contact the following resource persons for any assistance required in this regard.

Mr. Ravi	Kolkata	+91-8981665512	Mr. Deepak	Mumbai	+91-9820177883
Mr. Shashi	Noida	+91-8130634323	Mr. Vikrant	Noida	+91-120-2471850 (3 Lines)
Mr. Sawan	New Delhi	+91-8130269544	Ms. Anamika		
Mr. Vinayak	Mumbai	+91-22-26722904	Mr. Ankit		

Mumbai HelpDesk Tel. No. : +91-22-26447708

HelpDesk Email ID : [ethdmkhonic@indianoil.in](mailto:ethdmkhonic@indianoil.in)  
[etenderinghelpdesk@indianoil.in](mailto:etenderinghelpdesk@indianoil.in)

Business Hours: Mon - Fri, 09:00 to 16:00 Hrs India Time (IST) (GMT + 5:30 Hrs)

#### B. HelpDesk Nos. for Payment Gateway (PG) and EMD Refunds related issues:

Levels	Name	Email ID	Contact No.
<b>Level 1</b>	Prajakta Thakur	<a href="mailto:instantpay@techprocess.co.in">instantpay@techprocess.co.in</a>	+91-22-67664402
	Vijaya Dubey		+91-22-67247353
	Vishal Raja		+91-22-67247352
<b>Level 2</b>	Latha Balraj	<a href="mailto:latha.Balraj@techprocess.co.in">latha.Balraj@techprocess.co.in</a>	+91-22-67664407
<b>Level 3</b>	Elton Dcosta	<a href="mailto:elton.dcosta@techprocess.co.in">elton.dcosta@techprocess.co.in</a>	+91-22-67664401
			+91-9820174940



IndianOil

## Special Instructions to the Bidder for participating in e-Tender

### **C. HelpDesk Nos. for RTGS/NEFT transactions related issues:**

Levels	Name	Email ID	Contact No.
<b>Helpdesk</b>	Nitin Dedhia	<a href="mailto:nitin.dedhia@icicibank.com">nitin.dedhia@icicibank.com</a>	+91-22-61376752
	Ashish Gangwani	<a href="mailto:ashish.gangwani@icicibank.com">ashish.gangwani@icicibank.com</a>	+91-22-61376644
<b>Level 1</b>	Amul Pawse	<a href="mailto:amul.pawse@icicibank.com">amul.pawse@icicibank.com</a>	+91-22-61376620
<b>Level 2</b>	Anurag M	<a href="mailto:anurag.mamgain@icicibank.com">anurag.mamgain@icicibank.com</a>	+91-22-61376683
<b>Level 3</b>	Sudha Alwyn	<a href="mailto:sudha.alwyn@icicibank.com">sudha.alwyn@icicibank.com</a>	+91-22-61376630

### **9.0 Special Note**

- Bids can only be submitted / resubmitted before the last date and time of submission as per tender.
- The system time (IST) displayed on e-Tendering web page shall be considered as the reference time for all transactions and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-Tendering system well before the closing date and time of bid.
- No physical bid shall be accepted except the documents as specified in tender.
- IndianOil does not take any responsibility in case bidder fails to upload the documents in the portal within specified time.
- Bidders are requested to provide correct/latest “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.

for and on behalf,

Tender Inviting Authority,

Indian Oil Corporation Limited



## 1. What is Online EMD?

Online EMD is a facility to allow a bidder to pay the requisite EMD amount online for a particular e-Tender.

## 2. Why to deposit EMD through “Online” Mode?

### A1. Quick Deposits

- I. Instant deposit from bidder's Desk rather than preparing a Bankers Cheque (BC) or Demand Draft (DD) and sending it manually.
- II. Immediate acknowledgement of the deposit without going to any office.
- III. Online EMD can be paid through net Banking on 24 X 7 basis.

### A2. Auto Refund immediately without any claim by bidder

- I. Automatic Refund of EMD without applying for refund in the same account from where amount was deposited.
- II. Immediate refund process gets initiated on completion of various tendering stages (please ref. FAQ#22) leading to faster refund. In offline mode it takes more time due to manual processing.

### A3. Minimum Interest Loss

EMD refund is normally effected within 7 days of finalizing the tender resulting in minimum interest loss to bidder.

## 3. What are the modes of Online EMD Payment in IOCL?

EMD amount can be paid by Net Banking or NEFT/RTGS.

## 4. What is Internet Banking or Net Banking?

Internet Banking is the online banking service provided by Banks to enable its customers to perform basic banking transactions through PC / laptop located anywhere in the globe on 24 X 7 basis. To avail this facility, the account holder should have transaction rights.



**5. What is special about payment of EMD through Net Banking?**

The “Transaction Status” shows as “Success” immediately after successful payment of EMD through Net Banking. You will get “Freeze Bid Submission” button to submit your bid without any delay.

**6. Internet banking facility with transaction rights is enabled in my bank account, how should I proceed?**

You should pay using net banking.

To avail this facility, select the payment mode as “*Online*” and proceed for uploading your bid documents. Once uploaded, you will find link for online EMD payment. Here, you have to select “*Net banking*” option. Net banking option will take you to the “*payment Gateway*” where you will get the list of banks in a drop down. Select your bank. This will take you to login page of your bank. Login into your account and proceed for paying the EMD. After successful EMD payment, system will take you back to the e-Tendering portal for submission of bid.

**7. I have selected “Net banking” option but I am not getting name of my bank in the drop down list?**

In that case, you have to go for online NEFT payment. Refer FAQ#9 for details regarding EMD deposit through online NEFT mode.

You may inform IOCL about non availability of your bank in the drop down list so that the same may be got included for future tenders.

**8. I do not have any Internet Banking facility with my bank. How to pay “Online EMD”?**

To avail this facility, you have to select the payment mode as “Online”. After this selection, proceed for uploading your bid documents. Once uploaded, you will find link for online EMD payment. Here, you have to select NEFT/RTGS option. In this option, you will get option for downloading NEFT/RTGS payment challan. Please print two copies of that. Now visit your bank and deposit the requisite amount (EMD amount as mentioned in the challan + Bank charges as applicable, please check with the bank). Take receipt of the same on the second copy of that challan. Once payment is verified from your bank and received at IOCL end, you will get the “Freeze Bid Submission” button. Proceed for submission of your bid.

In case of NEFT/RTGS, you are required to deposit payment in bank at least 2-3 working days prior to bid submission end date. Please also refer FAQ#13.





**9. I have an account in a bank other than ICICI and want to pay EMD online through NEFT. Is it mandatory to visit my bank and deposit the EMD amount there?**

No, it is NOT mandatory. You can pay the EMD both at your branch through NEFT / RTGS as well as through your online bank account.

If you wish to pay from your bank account online, please add IOCL as “Third Party” as per the account details available in the downloaded challan copy from IOCL e-Tendering portal and activate the same. Please note that for every transaction, account number shall be different and accordingly you have to add the specific account as “Third Party” as mentioned in the particular challan for every tender separately.

**10. I have a bank account with ICICI. Can I make payment through NEFT/RTGS online?**

No, you can NOT.

NEFT/RTGS is the product to transfer money between different banks. As, IOCL is maintaining account with ICICI for EMD receipt, the payee bank cannot be ICICI bank. It has to be any bank other than ICICI.

**11. I have Internet Banking facility in a bank other than ICICI. Can I do “Online EMD” payment through “Net Banking”?**

Yes, you can. For more details, please refer FAQ#6.

**12. Earlier I have paid online EMD of an e-Tender using auto generated NEFT challan. Can I use the same bank account details for depositing EMD through NEFT for another tender?**

No, you cannot.

For every transaction, unique account number is generated by the system and EMD payment has to be deposited in the same account only. Even if you have changed the payment mode for the same tender (e.g. from NEFT to online and again want to pay through NEFT), you must reselect the payment mode again and generate a new challan which will have latest system generated account number. Deposit EMD accordingly.

**13. I have submitted EMD amount in bank physically through NEFT / RTGS but I am not able to find the “Freeze” button or not able to “Freeze” my bid. What should I do?**

Bidder to note that he should make NEFT payment preferably TWO full working days (for details of working days & time, please visit your bank website) before the bid submission end date of Tender because NEFT payment status will be updated only on the next day of making payment. Same is mentioned in NEFT Challan. Once payment is verified from your bank and received at IOCL end, you will get the “Freeze Bid Submission” button.





**14. I have submitted EMD amount through online NEFT / RTGS (by adding “Third Party Transfer”) but I am not able to find the “Freeze” button or not able to “Freeze” my bid. What should I do?**

Bidder to note that he should make NEFT payment preferably TWO full working days (for details of working days & time, please visit your bank website) before the bid submission end date of Tender because NEFT payment status will be updated only on the next day of making payment. Same is mentioned in NEFT Challan. Once payment is verified from your bank and received at IOCL end, you will get the “Freeze Bid Submission” button.

**15. I have submitted EMD amount through “Net Banking” / NEFT sufficiently in advance but I am not able to find the “Freeze” button or not able to “Freeze” my bid. What should I do?**

This happens mainly due to Internet connectivity issues. If you have already received the communication of successful transaction / NEFT payment made sufficiently in advance, please click on the link “[Payment Verification](#)” available on right corner of the payment page. Once verification is done and payment is verified, you will get the “Freeze Bid Submission” button.

**16. Tender document has option to pay the EMD through “Bank Guarantee (BG)” but I am not able to find the option to pay through BG in IOCL e-Tendering portal. What should I do?**

- Please follow the following steps:
- Select “Yes” in “*Are you exempted from EMD payment*” in EMD Payment page.
- Select either “Percentage” or “Fixed” under head “*If yes, provide the exemption type*”.
- In case of “Percentage” exemption type, put “100” in “Percentage/Amount” field. In case of “Fixed” exemption type, put whole EMD amount in “Percentage/Amount” field.
- A pop-up will be displayed showing that “*EMD amount to be paid after exemption*”.
- Check whether it is 0 (Zero), if not, please repeat the above steps.
- If it is 0 (Zero), you shall upload the scan copy of your “Bank Guarantee (BG)” in the same page at space provided for uploading EMD exemption document.
- Click next to proceed further.

**17. I am under “Exempted” category as per Tender Terms & Conditions. How should I claim exemption?**

- Please follow the following steps:



- Select “Yes” in “*Are you exempted from EMD payment*” in EMD Payment page.
- Select either “Percentage” or “Fixed” under head “*If yes, provide the exemption type*”.
- In case of “Percentage” exemption type, put “100” in “Percentage/Amount” field. In case of “Fixed” exemption type, put whole EMD amount in “Percentage/Amount” field.
- A pop-up will be displayed showing that “*EMD amount to be paid after exemption*”.
- Check whether it is 0 (Zero), if not, please repeat the above steps.
- If it is 0 (Zero), you shall upload the scan copy of document supporting EMD exemption in the same page at space provided for uploading EMD exemption document.
- Click next to proceed further.

**18. I have to pay partial EMD as per Tender Terms & conditions (e.g. in case of Transportation Tenders). How should I proceed?**

- Please follow the following steps:
- Select “Yes” against “*Are you exempted from EMD payment*” on EMD Payment page.
- Select “Fixed” against “*If yes, provide the exemption type*”.
- Calculate the EMD to be paid by you as per Tender terms and conditions.
- Calculate your exemption amount by subtracting payable amount from the total EMD as mentioned in Tender and enter the exemption amount in space provided.
- A pop-up will be displayed mentioning “*EMD amount to be paid after exemption*”.
- Check if it is showing the correct payable amount, if not, please repeat the above steps.
- After entering the correct exemption amount, you shall upload the scanned copy of the document *specifying the reason for claiming exemption* at space provided for uploading EMD exemption document. (E.g. In case of transportation tender, the bidder shall upload a document mentioning the no. of vehicle(s) being offered for that particular Tender and applicable EMD thereof.)
- Click next to proceed further.
- Pay EMD of the required amount "Online" and proceed.

**19. I have participated in an e-Tender by paying the requisite EMD amount through “Online EMD” payment facility. Can I close my bank account before the e-Tender finalization?**

The EMD amount would be refunded only in the bank account through which EMD was paid by you. Therefore, you must NOT close it until the refund or ordering process is complete.



## **20. How do I get the payment receipt for the payment I made?**

### *Case-I:*

NEFT / RTGS done by visiting nearest branch of my bank.

Bank will provide the receipt by acknowledging the second copy of the downloaded Payment Challan generated in the IOCL e-Tendering portal.

### *Case-II:*

NEFT / RTGS done by adding IOCL as “Third Party”.

The payment details shall be available in your bank statement.

### *Case-III:*

Paid through Net Banking.

The payment details shall be available in your bank statement.

In all the above cases, the IOCL e-Tendering portal will confirm the receipt of your payment by generating details such as “Bank Name”, “Bank Number”, “PRN Number” & “Transaction Status” and then only you will get the “Freeze Bid Submission” button for submitting your offer in the IOCL e-Tendering portal.

## **21. How can I apply for Refund for EMD paid online?**

You do not have to apply for refund. The refund process will be initiated automatically. Please see FAQ#22 for the various scenarios for refund process.

## **22. How and when the EMD amount will be refunded?**

### *Case-I:*

Money debited more than once.

The excess amount debited from your bank will be considered as “Failed Transaction” and will be processed for refund on next working day.

### *Case-II:*

I have submitted EMD amount but not submitted the offer.

The process for refund will be initiated after finalization of the “Bid Opening” process by Tender Inviting Authority.



*Case-III:*

I have withdrawn my offer after bid submission by paying the requisite EMD amount.

The process for refund will be initiated after finalization of the “Bid Opening” process by Tender Inviting Authority.

*Case-IV:*

My bid rejected during “Techno-Commercial” evaluation.

The process for refund will be initiated after finalization of the “Techno Commercial Evaluation” process by Tender Inviting Authority.

*Case-V:*

Price bid opened but I am not “L1”.

The process for refund will be initiated after finalization of the “Financial Evaluation” stage by Tender Inviting Authority.

*Case-VI:*

I am “L1”.

Please contact Tender Inviting Authority of that particular Tender.

For all the above cases, the EMD amount would be refunded in the same bank account through which EMD was paid by you.

**23. Still having query?**

You may reach us at [etenderinghelpdesk@indianoil.in](mailto:etenderinghelpdesk@indianoil.in) or [ethdmkhonic@indianoil.in](mailto:ethdmkhonic@indianoil.in).

and / or

Call us on the numbers mentioned in the “Special Instruction to the Bidders” already provided along with the Tender documents.

## ANNEXURE-II

IOCL/BPCL/HPCL	<b>IOCL</b>
Name of the Bidder :	M/s
TENDER NO.	
<b>WRITE IN CAPITALS</b>	

**Number of Licensed, registe**

Sr.No	RTO Registration No.	Address of Registering RTO
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# PARTICULARS OF LICENSED / REGISTERED

## PARTICULARS OF LICENSED / REGISTERED AND

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Franchise	Licensed	ABS in	ABS in	
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# OFFERED

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## AVERAGE AGE CALCULATION

<b>Name of the Bidder</b>				
<b>Address of the Bidder</b>				
<b>No. of trucks quoted</b>			<b>OWNED</b>	
			<b>ATTACHED</b>	
			<b>TOTAL</b>	<b>0</b>
Sr. No.	Registration No. of truck (All quoted & eligible trucks)	Category	Date, Month & Year of Manufacturing of truck as per RC book (All quoted & eligible trucks) <span style="color: red;">(month / date / year)</span>	Date
1			01/01/1900	
2			01/01/1900	
3			01/01/1900	
4			01/01/1900	
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199			01/01/1900	
200			01/01/1900	

Average age in days (upto 3 decimal places) (All quoted trucks)				

**Note: In case date of manufacture is not mentioned, effective date to be taken as date of manufacture. In case date and month of manufacture is not mentioned, effective date to be taken as 1st year of manufacture.**

ON

Ref. Date for age calculation
12.03.2018

Ref. Date for age calculation
12.03.2018

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**Please Enable Macros to View BoQ**

**information**