

To:

Dear Sirs,

**Sub : Tender No. DKK/LPG/WZ/182 Dated 05/04/2010 due on 26/04/2010**  
**Tender for Transportation of Packed LPG Cylinders Ex. Khapri LPG Plant**

This tender is issued in Two Bid System (Unpriced and Priced) for transportation of packed LPG cylinders ex our **Ex. Khapri LPG Plant** . Tenderers are required to carefully go through all the documents, draft agreement, annexures and understand the terms and conditions before quoting their rates in the Priced Bid .

All the enclosed tender documents along with this covering letter will form part of the tender.

The transportation contract will be for a period of 2 years plus 1 year effective 01/07/2010 . Approximately 73 (**Open Body**) trucks of 300 nos. LPG cylinders capacity and 10 trucks of 450 nos. LPG cylinders capacity is required for this contract for the estimated volumes given along with the Priced Bid.

**Total requirement of 300 cylinders capacity trucks is 73**

**Total requirement of 450 cylinders capacity trucks is 10**

Note: The above requirement of trucks is only indicative . The actual requirement may vary between +/- 15 to 20% of this number . In case sufficient trucks of 450 cylinders capacity trucks are not available , the number of 300 cylinders capacity trucks will be increased .

The rates quoted by the tenderers should be valid for acceptance for **180 days** from the date of opening the Unpriced bids. In case of successful tenderers , the finalized rates shall remain valid till conclusion of contract in all respects.

In case the new contract is not finalised before the expiry of the existing contract , the existing transporters/dealer-cum-transporters willing to operate their trucks till the new contract is finalised and not successful in the new contract will be paid the existing rate or the new finalised rate which ever is lower.. The successful tenderer will be paid the new rates from the effective date of the new contract .

Cost of one set of tender documents (original copy and vendor copy) is Rs.1000/-. Original copy is meant for quoting the tender and vendor copy is for the Tenderer's record.

Due date for receipt of Tender : 26/04/2010 at 12.00 Hours

Due date for opening of Unpriced Bids : 26/04/2010 at 14.00 Hours

**Priced Bids of only those parties who have qualified will be opened as per the date advised to them by the letter .**

Tenderers shall return the completed original sets duly signed and stamped at the end of each page in token of having read, understood and accepted all terms & conditions. **Quotations without the signature and stamp will be rejected.**

There shall be no corrections or overwriting in the tender document submitted . Corrections if any, should be attested under the full signature of the tenderer.

**Earnest money deposit (EMD)** – All bidders who wish to participate in this tender, have to submit an EMD of Rs:10,000/-(Rs Ten thousand only) per truck in the form of Demand Draft drawn on any bank other than Co-operative Bank/ Scheduled Co-operative Bank . **DD drawn on Cooperative Bank/Scheduled Co-operative Bank will not be accepted** . The DD should be payable in favour of M/s. Hindustan Petroleum Corporation Ltd. **payable at NAGPUR.**

**TENDER/S RECEIVED WITHOUT THE EMD WILL BE REJECTED.**

**Exemption from Payment of EMD:**

The following category of tenderers are exempted from EMD:

- Public Sector Enterprises.
- Vendors registered with National Small Scale Industries Corporation (NSIC).

For this purpose, in the event of the tendering company being a Public Sector Enterprise,a declaration to that effect and in case of Vendors registered with NSIC, a copy of the registration certificate should be submitted along with the technical bid.

**The Unpriced Bid should contain Copy of Registered Partnership Deed in case of Partnership Firms, SC / ST certificate in case applicable, Copy of Marriage Certificate issued by Registrar of Marriages in case truck owned by spouse, Copy of Birth Certificate of tenderer in case truck owned by dependent parents. Affidavits on Rs. 100/-(Rs. One Hundred Only) Non Judicial Stamp Paper from owners for attached trucks, Requisite EMD Demand Draft and Photo Copies of Registration Books of all the quoted trucks (Owned & Attached). Documents of atleast one owned truck quoted in the tender to be verified and enclosed with Unpriced Bid. New transporters/dealer-cum-transporters should also attach letter from their Bank stating their financial standing.**

**The intending tenderer must offer minimum one truck owned by them in their name or in their firms' name.**

**The tender document can be down-loaded from our Website [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com), and the bidders can participate in the tender by submitting the document downloaded from the website. NO TENDER DOCUMENT FEE TO BE PAID IN SUCH CASES.**

**INTEGRITY PACT:**

The Integrity Pact (IP) duly signed by the authorised official of HPCL and the Contractor, will form part of the contract/supply order.

Proforma of the IP is enclosed along with the tender document. shall be returned by the bidder along with the technical bid, duly signed by the same authority who signs the bid i.e who is duly authorised to sign the bid. All the pages of the IP shall be duly signed by the same authority. Bidder's failure to return the IP along with the bid, duly signed, shall lead to outright rejection of such bid.

If the bidder has been disqualified from the tender process prior to the award of contract according to the provisions under IP, HPCL shall be entitled to demand and recover from bidder Liquidated Damages(LD) amount by forfeiting the EMD/Bid Security (Bid Bond) as per the provisions of IP.

If the contract has been terminated according to provisions of IP, or if HPCL is entitled to terminate the contract according to provisions of IP, HPCL shall be entitled to demand and recover from the Contractor LD amount by forfeiting the Security Deposit as per IP.

Where the tenders are downloaded from the website, this Agreement shall be a precondition to the downloading of the tender document.

### **SUBMISSION OF TENDER DOCUMENTS:**

Tenderers are required to submit the Tender documents as under:

**(i) EMD :** The requisite EMD/Exemption for submission of EMD to be enclosed in the envelope marked “EMD” **(Marked-B)**

**(ii) The Unpriced Bid** duly filled along with all attachments and to be enclosed in the envelope “Unpriced Bid”. **(Marked-C)**

**(iii) The “Price Bid”** duly filled to be enclosed in the envelope marked “Price Bid’ **(Marked-D)**

**(iv) All the 3 envelopes** from item Nos. (i) to (iii) above to be enclosed in the “Common Envelope” superscribed with the Tender No and the ‘From Address’ duly filled. **(Marked-A)**

The ‘Common Envelope’ as per item No:(iv) above duly sealed shall be dropped in the tender box kept/ reach us by post/ courier at the following address only before the due date and time for submission of the tender documents.

Sr. Regional Manager  
Nagpur LPG RO  
Hindustan Petroleum Corporation Ltd  
Khapri LPG Bottling Plant  
Near Khapri Railway Station , Khapri  
Nagpur -441 108  
Tel : 07103 -275537 / 43

**TENDERS RECEIVED AFTER THE STIPULATED DATE AND TIME FOR RECEIPT OF THE TENDERS, FOR WHATEVER REASONS INCLUDING FOR REASONS DUE TO POSTAL DELAYS WILL NOT BE ENTERTAINED AND SHALL BE REJECTED.**

### **Reservation for SC/ST Tenderers:**

As per Govt.of India guidelines, the following Reservation criteria shall apply for all tenderers participating under the SC/ST category:

- The percentage of Reservation shall be 15% (fifteen percent) and 7 1/2 %(seven and a half) for Scheduled Castes and Scheduled Tribes respectively, on an All India basis.
- The members of SC/ST desirous of operating the transport trucks will have to participate in the tender.
- The SC/ST members should fulfill all tender terms and conditions and will not be eligible for any price preference or relaxation of standards.

### **TENDER OPENING:**

All tenders received on or before the closing date & time for submission of tender documents shall be opened as per the due date & time mentioned for opening of “Unpriced Bid” in the presence of attending tenderers. Such of those tenderers who wish to nominate their representative for witnessing the tender opening may do so by sending a written authorisation through their representative. The due date & time of opening of the “Priced Bid” will be

intimated to all the Technically qualified bidders in writing, after completion of the technical evaluation.

Tenders not meeting the tender conditions/ incomplete in any respects, are liable to be rejected.

Various terms and condition of our old tenders have been modified in this tender and hence each tenderer is requested to go through this tender document thoroughly before quoting.

Thanking you,

Very truly yours,

(Sd./-)

**D.K.KAMBLE**  
**Chief Manager- ENGG. & PUR. LPG (WZ)**

**GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION OF CYLINDERS**  
**Ex. KHAPRI LPG PLANT:**

**1. Offers against this tender are invited from:**

- (i) **Individuals** who are Indian Citizens and who have attained the age of maturity.
- (ii) **Registered Partnership Firm** consisting of all Indian Citizens.
- (iii) **Registered Co-Operative Society** of which all the Members are Indian Citizens.
- (iv) **Limited Company duly Registered under the Companies Act 1956** either in individual name or in the name of the partnership firm or in the name of Co-Operative Society or Limited Company as the case may be, provided they comply with the conditions contained hereinafter.

**2. PRE-QUALIFICATION CRITERIA WITH RESPECT TO OWNERSHIP OF TRUCKS;**

(i) All bidders participating in this tender for transportation of cylinders should own a minimum of **ONE TRUCK** to become eligible to participate in the tender.

(ii) For the purpose of this tender, trucks will be deemed to be owned by the bidder as per the following rules.

- When the Proprietor of the bidding firm is the Registered Owner of the Truck.
- When the bidder is an individual and the offered truck is registered in the name of the same individual/spouse son/daughter/parent. In the event the truck is registered in the name of bidder's spouse/son/daughter/parent, the concerned bidder should submit xerox copy of the following documents.
  - (i) In case of spouse, Marriage Certificate.
  - (ii) In case of parent, Birth Certificate of Bidder showing the name of the parent.
  - (iii) In case of son/daughter, birth certificate of son/daughter showing the name of the bidder.

**Tenders to submit affidavit on Rs. 100/- non-judicial stamp paper from spouse or dependent parents/son/ daughter as the case may be.**

(iii) In case of Registered Partnership Firms, the trucks quoted in the tender should be Registered either in the name of the Firm or any one of the partners of the Firm. In the event the trucks is Registered in the name of the Partner, then the partner should submit affidavit for operating truck in the name of the firm. The tenderer should submit copy of Registered Partnership Deed along with the Unpriced Bid indicating clearly the names of partners. The partner should submit affidavit on Rs:100/- non-judicial stamp paper as per enclosed proforma.

**3. NO TRUCK WILL BE OFFERED UNDER THIS TENDER WHICH IS**

- ✓ Presently in the contract with any other Public Sector Oil Company for a period beyond the Commencement date of contract against this tender.

- ✓ Offered to any Public Sector Oil Company for their acceptance and the said offer is still open for acceptance at the time of submission of this tender.
- ✓ Blacklisted or suspended by any Public Sector Oil Company.

### **3. REQUIREMENTS FROM SC/ST TENDERERS:**

- (i) The SC/ST tenderers desirous of operating under Registered Partnership Firm or Private Ltd., Co. or Public Ltd., Co. or a Registered co-op. Society should have all the partners or members of Private/Public/Co-operative firms belonging to the same category without exception i.e either SC or ST as the case may be.
- (ii) Caste Certificate for each individual member of a Registered Partnership /Public/Private/Registered Co-Operative firm should be enclosed as proof along with the 'Unpriced Bid'
- (iii) In the event any of the members fails to submit the caste certificate as proof of belonging to the SC/ST category, such tenderers shall be classified under the General Category.
- (iv) The Registered owner/s of the trucks offered by the SC or ST tenderer/s must also belong to the same category. In other words, if the tenderer participates in the tender under SC category, all the Registered owners of the trucks offered against the tender shall also belong to the SC category.
- (v) If any of the trucks offered do not belong to a member of the SC/ST category, then that truck will not be considered.
- (vi) If adequate number of SC/ST candidates are not available in any particular tender, the unfulfilled quota may be allotted to the un-reserved categories in that year. However, the unfulfilled quota may be carried forward to the next tender also and offered to SC/ST candidates. If the quota of the previous tender is not filled even in the next tender, the unfulfilled quota of the previous tender may be de-reserved and allotted to General Category.

### **4. RATE ESCALATION/DE-ESCALATION :**

The rate escalation/de-escalation formula shall be as outlined under Item No.19 of the Draft Transport Contract Agreement attached to this tender. The financial evaluation/negotiation if any will be based on the rate quoted in the tender. The rate acceptable to both the parties either as per the originally quoted rate or as per the negotiated rate will be escalated/de-escalated as the case may be considering all changes that might have taken place after the original due date and time of the tender and the same will be applicable .

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### **5. REFUND OF EMD:**

EMD will be refunded to the unsuccessful tenderers after finalization of the tender. In case of successful tenderers, the EMD will be refunded only after completion of all formalities like Signing of Contract after submission of Security Deposit.

### **6. SECURITY DEPOSIT :**

Successful tenderers who have taken the Carrier's Legal Liability Insurance (CLLI) Policy for the cargo will be required to furnish Security Deposit at the rate of Rs:30,000/- (Rs Thirty thousand only) per truck subject to a maximum of Rs:3.0 Lakhs (Rs Three

Lakhs only) per contract. In case if the successful tenderer happens to be an HPCL dealer/distributor and take the CLLI Policy, the Security Deposit for them shall be at the rate of Rs:10,000/- per truck subject to a maximum of Rs.1.0 Lakh (Rs One Lakh only) per contract.

In case if the successful tenderer desires not to take the CLLI Policy for the cargo, they would be permitted to submit Security Deposit for an amount of Rs:3.0 Lakhs (Rs Three Lakhs only ) and in the case of HPCL dealers/distributors, the same shall be Rs.2.0 Lakhs (RsTwo Lakhs only) per contract.

The Security Deposit shall be payable within 15 days of Receipt of Intimation of Award of Contract and execute the Transport Contract Agreement. The Security Deposit can be furnished either in the form of Demand Draft drawn on any bank other than cooperative./ scheduled cooperative bank payable at NAGPUR or by Bank Guarantee as per attached specimen. The Security Deposit shall be valid for a period of 2 years plus 6 months and if the contract is extended for 1 year, the Transport Contractor shall have the Bank Guarantee extended for 1 more year. In other words, the Bank Guarantee shall be kept valid for the entire period of contract plus 6 months.

It shall be lawful for the Corporation to adjust the Security Deposit or any part thereof against losses, damages, cost of charges or expenses arising out of contractor's failure of negligence to observe any terms and conditions of the contract. This is without any prejudice to other remedies available to the Corporation.

**7.REFUND OF SECURITY DEPOSIT:**

The Security Deposit shall be refunded free of interest after successful completion of the contract and after receipt of confirmation from the respective plant that no dues are recoverable from the contractor. The refund will be made by way of local cheque/ e-payment mode upon surrendering the original cash receipt.

**8. VALIDITY OF OFFER:**

Offers should be kept valid for a period of 180 days from the original/extended due date for submission of tender

**9.FORFEITURE OF EMD:**

EMD will be forfeited, if the bidder,

- Modifies/withdraws the offer during the validity period of 180 days from the due date of tender.
- Refuses to sign the Transport Contract Agreement within 15 days from date of receipt of intimation of award of Contract.
- Is unable to place the number of trucks quoted in the tender, EMD for the number of trucks not placed shall be forfeited. For instance, if a tenderer had offered 5 trucks and after finalization of the contract and at the time of signing of the Agreement, unable to produce 3 trucks, EMD for the 3 trucks ( 3 x Rs:10,000/-) Rs:30,000/- shall be forfeited.

**10.** The rate to be quoted for various Sectors in the Price Bid are as applicable for transportation of 300 Nos of 14.2 Kg capacity LPG cylinders. In case if transportation of 5 Kg,19.0 Kg, 35.0 Kg or 47.5Kg capacity cylinders are required to be transported, then the rate applicable shall be 0.35/1.34 /2.46/3.34 times the rate quoted for 14.2 Kg

cylinders respectively and the number of cylinders will be restricted to the carrying capacity of the vehicle.

**11.** The rate to be quoted for each Sector is inclusive of Loading/Unloading/Stacking/De-stacking charges at both the ends (LPG Plant and Distributor) and it shall be the responsibility of the transporter to deploy adequate manpower for the subject activity.

**12.** The details of various Sectors, List of Distributors in each Sector existing as on date of this tender, RTKM for each Distributors, Minimum number of trucks required for each Sector is as per Attachment. In case if new LPG Distributors are appointed during the validity period of this contract, they will be put in the appropriate Sector basis the actual RTKM from the plant.

**13.** Any time during the validity of this contract, if any new LPG Distributor/s is/are appointed by HPCL in any Sector and if the said Distributor/s is/are willing to operate truck/s for their own requirement, then HPCL Reserves the right to induct such truck/s from the Distributor/s for their own requirement subject to the Distributor/s agreeing to operate as per the existing transportation rate and after execution of the Transport Contract Agreement. However, first preference will be given to transporters of that sector then dealer- cum- transporter of that sector and if the truck/s are not available from them only the new dealer will be given chance for transportation. .

**14.** The destination locations, in addition to LPG Distributors, shall also include Corporation's Hot repairer/Cold repairer workshop that are already existing or that may be introduced during the validity of the contract and the transportation rate applicable to these destination/s shall be basis the rate finalized for the Sector in which they fall as per their RTKM from the LPG Plant.

**15. LOADING/UNLOADING/HANDLING OF CYLINDERS:**

- The Corporation shall deliver the LPG cylinders to the Contractor at the loading/storage point. Loading/Unloading of cylinders on the truck at the Bottling Plant and at destination is the responsibility of the Transporter and the rate for transportation shall be inclusive of loading/unloading of cylinders at both the ends.
- The loading/unloading of cylinders shall be carried out by adhering to safe handling practices to avoid physical injury to any person or damage to property. In case if due to any careless handling of cylinders leads to injury to any person or damage to property, the Corporation shall be free to recover the cost of damages/loss from the Transporter.

**16. EVALUATION CRITERIA & ALLOTMENT OF TRUCKS:**

- The ownership of trucks will be evaluated basis the documentary evidence submitted by the tenderer and no physical verification of the trucks shall be carried out at the time of evaluation of the unpriced (technical) bid. The trucks have to be physical verified within 15 days from the date of LOI as per the instruction of Plant /Regional office.
- Ranking of the tenderer shall be done Sectorwise, basis the original rate quoted for that Sector.



The total number of Transporters for each Sectors may vary depending upon the number of trucks offered for each Sector.

- Negotiations, if any will be carried out with Sectorwise 'Set of L-1 tenderers' For example, if the number of trucks required for say Sector-III is 16 and the number of trucks offered by the tenderers basis the order of their ranking for that Sector as per the rate quoted by them is as under:

Transporter A - L-1 : 5 trucks.

Transporter B - L-2 : 3 trucks

Transporter C - L-3 : 4 trucks

Transporter D : L-4 : 5 trucks

Transporter E : L-5 : 4 trucks

In the above case, since 16 trucks are required for the Sector, transporters from A to D falls in the category of 'Set of L-1 tenderers' and accordingly negotiations, if any, will be held with Transporters A to D. Allotment of trucks for this Sector will be based on the ranking as per the original rate quoted by the tenderers.

**17.** Tenderers in their own interest, are requested to visit the LPG Plant to familiarize with the requirements of the Plant against this tender, before quoting.

**18.** All Pages of this Tender document should be duly signed and stamped by the tenderer as a token of their acceptance to the terms & conditions mentioned therein and also as token of their understanding of the scope of the job required to be carried out against this tender.

**19. GRIEVANCE REDRESSAL MECHANISM:**

Hindustan Petroleum Corporation Limited (HPCL) has developed a "Grievance Redressal Mechanism" to deal with references/grievances, if any, that are received from parties who participated/intends to participate in the Corporation tenders. The details of the same as available on our website [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com)

**20** Notwithstanding anything contained elsewhere in the tender, in the event that Corporation receives the same rate for a particular sector/distance slab with respect to any source/loading base by a group of bidders, the Corporation reserves the right to believe that these bidders have formed a cartel and the rate quoted as 'cartel rate' and may accept or reject or not reckon such rates/offered trucks/ranking etc., of such offers. In such cases, the Corporation also reserves the right to follow the negotiation process with such bidders if deemed fit and amend the evaluation criteria best suited to the interest of the Corporation.

**21.** In case if this tender document is downloaded from our website and is used for submitting the bid, signing at the bottom of this page by the vendor shall be deemed to be the acceptance of the following declaration by the vendor in addition to the other conditions that may be covered in this page.

**22. PRICE PROTECTION CLAUSE**

This clause is not applicable in this tender. Each tenderer has to work out the rate for each sector and accordingly quote in the tender. In case of doubt, tenderers should get the clarifications from us before quoting.

23. After opening and evaluation of the unpriced Bids if any particular document (Other than copy of RC Book) is not available , then party has to submit the same within a period advised by HPCL Officer . However atleast one truck offered must be owned by the tenderer as on the due date of the tender and the tenderer must be meeting all the eligibility criteria as on the due date of the tender .
24. The trucks from L-1 transporter/s will be taken at the negotiated/finalised rate . If the requirement of the trucks , for any particular sector , is not met by L-1 transporter/s , counter offer of the finalised rate will be given to other parties in order of ranking till total requirement of the trucks for this sector is met . In case other higher ranking parties do not accept the Counter Offered rate, then L-1 transporter/s and other transporter/s , who have accepted the counter offered rate , will be asked to provide additional trucks till total requirement of the trucks in that particular sector is met .
25. Age of the trucks offered should be less than 15 years through out the contract period of 2 years plus one year effective **01/07/2010**. In case the truck is more than 12 years old as on **01/07/2010**, it has to be replaced immediately when it complete 15 years of age during the contract period of 2 years plus one year. Written permission should be obtained from Zonal office for the replacement of the truck .
26. Toll /Entry/Transit Taxes as applicable on the due date of the tender will have to be borne by the transporter/dealer-cum-transporter . However any new toll/entry/transit taxes started after due date of tender will be reimbursed separately by HPCL on production of original receipts.

27. At present, dealer-cum-transporters are allowed to quote only for the Sector under which their godown is located and their truck/s cannot be utilized in the other Sectors even if they can spare the truck/s. For better utilization of fleet and to make optimum use of the available fleet, this restriction is removed. Now dealer-cum-transporters can quote for any sector of their choice, and once the rate is approved, their truck/s can be utilized for distributors in Sectors where they are successful in getting the contract. However, utilization of the dealer-cum-transporters' truck/s shall be done after giving priority for meeting their own requirements and if transporters' truck are not available in the plant.

**28. Physical Verification of Trucks:**

The trucks offered by the tenderers will be evaluated basis documentary proof submitted by them along with the Upriced Bid, basis which the Price bid will be opened and evaluation and further processing of the tender will be done. Physical Verification of the truck/s will be done at the plant within 15 days after release of LOI to the successful tenderers. In case if the successful tenderer is unable to produce the truck/s as per the details submitted by them in the tender, EMD for the number of truck/s which they could not produce shall be forfeited.

**29. NEGOTIATIONS :-** The Corporation reserves the right to negotiate with any OR, all tenderers . Tenderers are required to visit the office of the corporation for verification of documents/ negotiations, entirely at the cost of the Tenderer. Only the proprietor of the firm or the legally authorized representative of the firm only will be permitted during opening of the Unpriced/Prised Bid and for the negotiations. The authorized representative should carry the necessary authorization for attending the negotiation meetings. Tenderer should also bring the letterhead papers of the firm, stamp etc. for the negotiation meeting to enable them submit their revised offer after negotiation.

**APPENDIX - II**  
**QUESTIONNAIRE**

1. Constitution of the Firm (Name) : \_\_\_\_\_
  2. Nature of the Firm(State whether **Public** : \_\_\_\_\_  
**Limited Company , Pvt. Ltd Company,**  
**Partnership, Co-operative Society or**  
**Sole Proprietor** .Attach Registered  
Partnership Deed,affidavit,List of  
Directors as applicable)
  3. Year of Establishment : \_\_\_\_\_
  4. Registration Number, if any : \_\_\_\_\_
  5. Registered Postal Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  6. Telegraphic Address, if any : \_\_\_\_\_
  7. Telephone No.(s) : \_\_\_\_\_
  8. Address of Branches, if any : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  9. a) Names of Directors, in case of : \_\_\_\_\_  
Company  
  
Names of partners in case of:\_\_\_\_\_ partnership  
  
Name of Proprietor : \_\_\_\_\_
- NOTE : Indicate address of each Director/  
Partner/ Proprietor as the case  
may be with Tel. No.
10. Permanent Income Tax No. : \_\_\_\_\_
  11. Name of Bankers and Branch with : \_\_\_\_\_  
full address (**Attach Banker's Certificate**)
  12. Type of Account & A/c. No. : \_\_\_\_\_
  13. Name/ Names of Persons Operating : \_\_\_\_\_
  14. Code No. allotted by Indian Banks : \_\_\_\_\_  
Association, if any

15. Name/ Names of Authorised  
representative(s)

Whether belonging to **SC/ST/GEN.** : \_\_\_\_\_

Category

(In case of SC/ST, proof to be  
submitted duly certified by the  
competent authorities as given in  
Appendix – VI of the tender.)

Number of years of experience in : \_\_\_\_\_

The field of transportation of  
Petroleum products.

Whether applying as Transporter or : \_\_\_\_\_

Dealer cum Transporter

Details of EMD submitted along with  
the Tender: Demand Draft No. :

Date :

Name of the Bank :

Amount :

I/We do hereby certify that the information as provided above is correct and true in all  
respects.

Signature :

Name & Address :

with Rubber Stamp :

## APPENDIX – III

### **DETAILS OF AVAILABLE TRUCKS**

Provide details of the truck(s), which can be deployed exclusively under this contract. The tenderer should own minimum one truck in their name or their firm's name .

- a) Number of Truck(s) owned : i)300 cylinder capacity truck/s \_\_\_\_\_  
ii)450 cylinder capacity truck/s \_\_\_\_\_
- b) Total number of attached trucks which can be positioned against this tender other than owned trucks  
i)300 cylinder capacity truck/s \_\_\_\_\_  
ii)450 cylinder capacity truck/s \_\_\_\_\_
- c) Particulars of Owned/Attached trucks : \_\_\_\_\_  
(Attach additional sheet if required )

Sr. No	Regn. No.	Owner's Name as per RC book	Owned(O)/ Attached(A)	Engine No.	Chassis No.	Model (Year)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

\_\_\_\_\_  
SIGNATURE  
SEAL OF THE FIRM:

#### **NOTE :**

1. Ownership of the trucks will be accepted strictly in line with the name of the Registered Owner as per the RC Book/s.

Attach the updated copy of the RC book/s for all the trucks quoted against this tender .

2. Photo copy of updated R.C. Book/s is to be enclosed in support of ownership of the truck along with the tender .

- Individuals/ Sole Proprietors / HPC Dealers : The trucks quoted in the tender should be registered either in the name of the tenderer or in the name of spouse or dependent parents as on due date of tender.
- i) In case of spouse, Marriage Certificate issued by Registrar of Marriages to be enclosed by the tenderer.
  - ii) In case of dependent parents ,documentary proof e.g. Birth Certificate of tenderer indicating names of dependents parents to be enclosed by the tenderer.
  - iii) Ownership of truck(s) should be clearly indicated in “ Appendix –III” ( Details of available trucks ) for the above 4 ( i ) & (ii) tenderer to submit Affidavit on Rs. 100/- non- Judicial Stamp Paper from Spouse or dependent parents as the case may be.
3. In the case of Partnership Firms, the truck quoted in the Tender should be registered in the name of the Firm or any one of the Partners of the Firm. In the event, the truck is registered in the name of a partner then such partner should submit affidavit for operating truck in the name of the firm. **The tenderer should submit copy of Registered partnership Deed indicating clearly the names of partners with Credential Bid.**
  4. In the case of a company, the truck should be registered in the name of the company.
  - 5.. In case of a Cooperative Society, the truck should be registered in the name of member/s of the Society.
  6. In the case of attached trucks, the tenderer should submit updated copies of the RC books for all the trucks quoted in the tender. The tenderer should also submit an affidavit from the owner/s of the truck/s along with the tender. The tenderer shall provide only the quoted trucks for operation. However, in the event transport contract is not finalized /LOI issued to the successful tenderer by 11/10/2010, the tenderer would be permitted to provide alternate trucks under attached category with affidavit from the owner of the trucks.
  7. The existing transporters/ dealers should also submit zerox copies of the RC Book in support of the ownership. Non-submission of any document on the plea that they are existing transporters/ dealers and the trucks are operating is not acceptable .

**APPENDIX -IV**  
**DECLARATION BY THE TENDERER**

We have carefully read/studied the tender and submit our offer after having fully understood the contents of the same. We hereby agree to abide by and fulfill all the terms and conditions set out in the General/Special terms of contract, draft of standard Transportation contract agreement and attachment to the rate schedule as attached herewith and which should be deemed to form a part of this tender. We return herewith the enclosures duly signed and rubber stamped on each page as a token of our acceptance. We confirm that the followings are enclosed along with the Unpriced Bids:

<b>Sr. No.</b>	<b>Documents</b>	<b>Attached Write (Yes/No)</b>
1.	Photo copy of cash receipt for proof of purchasing tender	
2.	Photo Copy of Latest Audited Balance Sheet	
3.	Banker's Certificate for Financial Standing/Credit worthiness	
4.	Photo Copy of Registered Partnership deed in case of Partnership firms	
5.	Proof of SC/ST category as applicable including from the owner of the attached trucks as per Appendix- VI	
6.	Copy of verified registration certificate/s of the truck/s	
7.	Affidavit/s from owner of the truck/s for attached trucks.on Rs. 100/- Non judicial stamp Paper as per Appendix- VII	
8.	Photo Copy of Marriage Certificate in case trucks owned by spouse	
9.	Photo Copy of Birth Certificate of Tenderer incase trucks owned by dependent parents.	
10.	EMD as stipulated	

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

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

TELEPHONE Nos. : \_\_\_\_\_

### **DECLARATION**

( To be submitted if the tender document is downloaded from website.)

We (the tenderer) solemnly affirm as under:

- This tender document set was downloaded by us from your (HPCL) website and is being used for submitting the bid.
- The downloaded file was printed and is being submitted without any alterations, deletions, additions or changes.
- We understand that in case it is found subsequently that the downloaded Tender document was altered or tampered with, in any manner, then our bid is liable to be rejected or in case a purchase order is placed on us basis such altered/tampered document, then the order is liable to be cancelled without any further reference to us.



## **LPG CYLINDERS TRANSPORTATION CONTRACT AGREEMENT**

Memorandum of Agreement made at ..... on this .....day of .....Two thousand..... between M/s Hindustan Petroleum Corporation Limited registered as a Company under the Companies Act 1956, having its Registered Office at 17,Jamshedji Tata Road,Churchgate,Mumbai-400020 and a Zonal 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 Contractor”(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 \_\_\_\_\_ carrying on business in co-partnership under the name and style of \_\_\_\_\_ and having its office at \_\_\_\_\_ hereinafter referred to as “The Contractor” (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 Corporation and the legal heirs, executors, administrators of any deceased partner)

**OR**

\*\* \_\_\_\_\_ a Company or a Co-Operative Society incorporated under the applicable laws of India having its Registered Office at \_\_\_\_\_ hereinafter referred to as “The Contractor” (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 Contractor is desirous of providing trucks for transportation of the Corporation’s Liquefied Petroleum Gas (LPG) Cylinders from its \_\_\_\_\_ Filling/Bottling Plant to such destinations as described in the Schedule of Rates or as may be advised from time to time at their sole discretion.

AND WHEREAS the Corporation is agreeable to utilize the trucks to be provided by the Contractor for transportation of the Corporation’s Liquefied Petroleum Gas (LPG) Cylinders on the terms and conditions contained hereinafter.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. VEHICLE FOR TRANSPORTATION :**

- a) The Contractor hereby agrees to provide \_\_\_\_\_ number of trucks detailed particulars whereof are given in the annexure hereto and marked Annexure-I and being treated as a part of this Agreement to the Corporation within \_\_\_\_\_ days of such extended period as may be permitted by the Corporation at its sole discretion from the date of issuance of letter of intent/letter of confirming award of contract for utilization of the same for transportation of LPG cylinders by road as and when required by the Corporation from time to time and the Corporation agrees to take such trucks for utilization of the same on the terms and conditions contained hereinafter.
- b) Each truck to be provided by the Contractor should be owned/operated by him and should be capable of carrying a minimum load of 300 numbers of 14.2 Kg and 200 Nos of 19.0 Kg capacity LPG cylinders. However, maximum number of LPG cylinders to be carried in each truck shall be restricted to RLW of the truck. Carriage of cylinders should not be more than 3 tiers. The Corporation may at its sole discretion allow deployment of smaller/higher capacity trucks depending upon specific need of the Corporation.
- c) The Corporation's filling plant shall decide the schedule of dispatches, routing of contractor's trucks to various destinations basis priorities and turnarounds. Scheduling of trucks shall be carried out by the filling plant in such a manner as to ensure equitable distribution of the transportation business between contractors as far as practicable. The transporter shall not insist upon utilizing his trucks on certain routes and for specific destinations of his choice only.
- d) The Contractor shall ensure that the trucks provided for the transportation of LPG cylinders shall be caged and conform to the rules regarding transportation of the petroleum products and the provisions of Petroleum Act, 1976 or any amendment or re-enactment thereof from time to time and the rules and orders framed there under and in accordance with requirement of the plant and the staff of the transporter should follow all such rules.
- e) Each truck produced by the Contractor shall carry two portable fire extinguishers preferably ISI marked of 9Kg DCP type in readily accessible position. The extinguishers shall be properly maintained and shall be in working condition.
  - (i) The exhaust of each truck must be fitted permanently with a copper spark arrestor which conforms to the design approved by the Chief Controller of Explosives (C.C.O.E/P.E.S.O
  - (ii) All electrical wirings in the trucks will be armoured and the wiring layout should be as prescribed by C.C.O.E/P.E.S.O. Battery shall be inside the cabin and not below the Body of the truck . A master switch should be provided to isolate the batteries in the cabin of the truck.

- (iii) Floor of each truck provided by the contractor should have 1/2 inch thick rubber mat.
- f) Only sound trucks which are in efficient working condition and conforming to the Motor Vehicles Act (including the crew if required under the Act) as applicable from time to time shall be deployed by the Contractor. The side and the flaps of the truck should get locked in upright position without buckling or slanting.
- g) While transporting dangerous/hazardous products, the contractors will ensure and take all precautionary measures including display of special signs with wordings in the languages of State of transit and destination, indicating nature of product being transported. The Contractors have to comply with the requirement of Motor Vehicle Act-1988, the Motor Vehicles (Amendment) Act, 2000 and other statutory requirement as per Public Liability Insurance Act and amendments thereto issued from time to time.
- h) All vehicles deployed by the Contractor should comply all statutory norms and applicable from time to time

## **2. DELIVERY AND CARRIAGE OF GOODS:**

- a) The Contractor shall make arrangements, unless all the trucks provided by the Contractor under this contract are already engaged by the Corporation, to take delivery of the LPG cylinders to be transported from our LPG Filling Plant within 24 hours of telephonic advice, failing which the Corporation reserves the right to make alternate arrangements for transportation. In such cases, the excess transportation cost, if any, shall be recovered from the Contractor.
- b) If for any reason, an LPG Distributor is unable to accept the load consigned to them, the Contractor shall immediately contact the LPG Bottling Plant-in-charge and report the matter to him. Under no circumstances shall the contractor bring the truck back with the filled cylinders to the LPG Bottling Plant unless authorised to do so by the Plant-in-Charge.
- c) When the supply of cylinders to the Distributors is made on the basis of 'payment at site' by Demand Draft or by Cheque, it shall be the responsibility of the Contractor to collect the Demand Draft/Cheque from the Distributor before delivery of cylinders and such Demand Draft/Cheque should be handed over to the LPG Bottling Plant preferably on the same day or latest by the next working day. In case if the Demand Draft/Cheque so collected is not handed over to the Plant, next load will not be given. In case if the Demand Draft/Cheque is lost/misplaced by the transporter, it shall be the responsibility of the transporter to co-ordinate with the Distributor and arrange for replacement DD/cheque immediately. Any incidental expenditure incurred by the Distributor in arranging the duplicate DD/cheque shall be borne by the Transporter. In case if the Transporter fails to re-imburse the incidental expenditure to the Distributor, the same shall be recovered from the amounts payable to the Transporter and paid to the Distributor and the decision of HPCL shall be final and binding on the Transporter.
- d) Cylinders shall be loaded vertically on the trucks, in an upright position, in rows with the valve side facing upwards. No cylinder should project above or beyond the sides or ends of the vehicle.

- e) If any filled cylinder loaded in a trucks develops leak enroute, transporter or his crew should contact the Filling Plant immediately and take appropriate precautions/corrective actions as directed by the Plant-In-Charge.
- f) If a truck is utilized for delivering part loads, the transporter shall be paid the freight for the full truck load. However, specific approval in writing should be obtained from the Plant Manager/Officer concerned.
- g) In case if the LPG Plant work for extended hours or on Holidays for delivery of cylinders, the transporters will be informed sufficiently in advance to enable them to provide the required number of truck/s and crew/staff.
- h) The Transporter shall not refuse to accept loads consigned to any Distributor/Hot/Cold Repairer/Other Oil Company.

### **3. OPERATION OF TRUCKS ;**

- a) The Transporter shall obtain, at his cost, all necessary route permits for plying the vehicles within the State or on Interstate routes for transportation of the LPG cylinders and no re-imbursement of cost towards this shall be made by the Corporation.
- b) The Transporter shall pay Octroi charges, if applicable, and the Corporation shall re-imburse these amounts to the Transporter on production of the payment receipt/s.
- c) Any Toll/Entry/Any other tax prevailing as on due date of submission of tender shall be to the account of the Transporter and no re-imbursement shall be made towards the same. However, any increase in Entry/Toll/Any other tax or any other new tax introduced by the Statutory Authorities, the same shall be re-imbursed on production of appropriate notification for the same and documentary proof for having paid the statutory levies.
- d) The Transporter shall bear and pay the entire operational costs of the truck/s for transportation of LPG cylinders, which shall include, in-alia, the following:
  - i) Salary and other emoluments for the crew and labours used for transportation, loading/un-loading of LPG cylinders and relief for them,
  - ii) Cost of fuels and lubricating oil required for the operation of the trucks.
  - iii) Maintenance and Repair cost for the truck/s.
  - iv) Licences , Permits, Road Tax, Transit Insurance etc.,
- e) In case of any unforeseen delay in loading/unloading of cylinders either at the LPG Plant or at the Distributor's premises or due to traffic bottlenecks/stoppages, the Corporation is not liable to pay any detention/idling charges for the delay.
- f) The Corporation will provide onward/return trip on full load basis. In the case of round-trip transportation, the Transporter shall bring back from the destination equivalent number of empty cylinders. In case if the number of cylinders so transported either in the onward trip or on the return trip is less than the carrying capacity of the truck, the Transporter will be paid the freight applicable for full truck load.
- g) It shall be the responsibility of the Transporter to ensure that the truck/s provided by them conform to the Gas Cylinders Rules,1981
- h) Unauthorised Parking of the truck/s within the Corporation's premises shall not be permitted.
- i) In case if the Truck/s have to wait either with filled cylinders or empty cylinders at the distributor's premises or at the LPG Plant due to any reason, it shall be the responsibility of the Transporter to ensure safety of the cylinders under their custody.

- j) The Transporter shall indemnify the Corporation at all times from and against all losses, damages, claims, suits and other like events arising from and in connection with injury to any person or property, short deliveries of the product or otherwise howsoever in connection with matters connected with this Agreement.

#### **4 LOSS/DAMAGE OF CYLINDERS :**

Transporter will be solely responsible for the safe custody of the cylinders and product once these are handed over to them.

It shall be the responsibility of the Transporter to ensure that all cylinders handed over for Transportation are complete with all fittings etc., and without damages at the time of accepting the load at the Bottling Plant as well as at the Distributor's/Consignee's end.

The cost of fittings, parts, accessories found missing/damaged at the time of delivery of cylinders both at the Bottling Plant and at Distributor's end will be recovered from the Transporter's Bill/s. It shall be the responsibility of the Transporter to obtain necessary endorsement from the Bottling Plant/Distributor/Consignee about the condition of cylinder/s, about fittings, fixtures etc., if found missing at the time of accepting the consignment.

It is specifically agreed between the Corporation and the Transporter that in case of loss or damage of LPG cylinders and/or the parts/accessories during transportation and penalty towards spurious equipment/s shall be recovered from the Transporter's Bill/s as per the following tariff. This tariff shall be applicable in case if Other Marketing Company (OMC) cylinder/s are brought to the plant. The defective material/s shall not be handed over to the Transporter.

#### **EQUIPMENT TARIFF:**

<b>S.No</b>	<b>Item Description</b>	<b>Tariff</b>
<b>1</b>	LPG Cyl of 14.2Kg with Self Closing Valve and Safety Cap. LPG Cyl of 19.0 Kg with Self closing Valve and Safety Cap LPG cyl of 35.0Kg/47.5Kg with Self closing Valve and Safety cap LPG Cyl of 5.0Kg with Self closing Valve and Safety cap	Rs:2200/-  Rs:2800/-  Rs:4000/- Rs:700/-
<b>2</b>	LPG Cylinder Valve	Rs:200/-
<b>3</b>	Safety Cap with wire spring and nylon thread for new Self closing Valves (Material ABS or equivalent)	Rs:4/-
<b>4</b>	Click-on type pressure Regulator (for self closing valves)	Rs:200/-
<b>5</b>	OMC Cylinder	Rs1100/-

The aforesaid amount will be recoverable as Liquidated Damage for the loss or damage to cylinders and/or other equipment and the contractor will have to pay the same within 30 days from the demand made by the Corporation. Provided however, the Corporation shall, in addition to any other right, have right to recover from the Transporter out of any pending bill of the Transporter with the Corporation. As and when the equipment tariff is amended or changed during the currency of this contract, the Transporters will be informed in writing about the rates applicable on account of such amendments or modifications of the equipment tariffs.

The Transporter will 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 Government or Local Authorities of any quantities of the said products delivered to the Contractor for Transportation.
- ii) Loading/Unloading or intransit for reasons other than the acts of God, riots, civil commotion etc.,

However, the liability of proving that any loss/or damage caused by any accident or fire resulting from acts of God or riot or civil commotion will be solely on the Transporter. The Corporation will be entitled to be re-imbursed from the Transporter under these provisions and the decision and determination by the Corporation or its authorised representative as to the reason for such loss or as to the existence of any acts or events such as riots, civil commotion or acts of God shall be final and binding on the Transporter and shall not be questioned in any Court of Law or Arbitration or otherwise and the Transporter do hereby irrevocably authorise the Corporation to set off and adjust such loss or damage against the amount of security deposit paid by the Transporter to the Corporation and pending bill of the Transporter and in the event of shortfall therein, the Transporter shall immediately, upon a demand note/letter issued by the Corporation, pay the same to the Corporation without any demur or objection.

## **5. UTILISATION OF TRUCKS**

- i) The Corporation does not give any guarantee for utilisation of truck/s either for
  - a) Minimum number of days per month.
  - b) Minimum mileage for each truck.
  - c) Minimum trips per month.
- ii) The Transporter agrees to operate for all Stations falling in the Sector/s for which the contract is awarded.
- iii) In case if the Transporter wishes to withdraw any truck provided under the Contract, prior permission should be sought from the Corporation justifying the need and the Corporation may permit such withdrawal provided alternate arrangement is made by the Transporter before withdrawal of the concerned truck to maintain the continuity of work.

## **6 LOADING/UNLOADING/HANDLING OF CYLINDERS:**

- a) The Corporation shall deliver the LPG cylinders to the Contractor at the loading/storage point.  
Loading/Unloading of cylinders on the truck at the Bottling Plant and at destination is the responsibility of the Transporter and the rate for transportation shall be inclusive of loading/unloading of cylinders at both the ends.
- b) The loading/unloading of cylinders shall be carried out by adhering to safe handling practices to avoid physical injury to any person or damage to property. In case if due to any careless handling of cylinders leads to injury to any person or damage to property, the Corporation shall be free to recover the cost of damages/loss from the Transporter.

## **7. SECURITY DEPOSIT/BANK GUARANTEE.**

Successful tenderers who have taken the Carrier's Legal Liability Insurance (CLLI) Policy for the cargo will be required to furnish Security Deposit at the rate of Rs:30,000/- (Rs Thirty thousand only) per truck subject to a maximum of Rs:3.0 Lakhs (Rs Three Lakhs only) per contract. In case if the successful tenderer happens to be an HPCL

dealer/distributor and take the CLLI Policy, the Security Deposit for them shall be at the rate of Rs:10,000/- per truck subject to a maximum of Rs.1.0 Lakh (Rs One Lakh only) per contract. In case if the successful tenderer desires not to take the CLLI Policy for the cargo, they would be permitted to submit Security Deposit for an amount of Rs:3.0 Lakhs (Rs Three Lakhs only ) and in the case of HPCL dealers/distributors, the same shall be Rs.2.0 Lakhs (RsTwo Lakhs only) per contract.

The Security Deposit shall be payable within 15 days of Receipt of Intimation of Award of Contract and execute the Transport Contract Agreement. The Security Deposit can be furnished either in the form of Demand Draft drawn on any Scheduled Bank payable at NAGPUR or by Bank Guarantee as per attached specimen. The Security Deposit shall be valid for a period of 2 years plus 6 months and if the contract is extended for 1 year, the Transport Contractor shall have the Bank Guarantee extended for 1 more year.

In other words, the Bank Guarantee shall be kept valid for the entire period of contract plus 6 months. It shall be lawful for the Corporation to adjust the Security Deposit or any part thereof against losses, damages, cost of charges or expenses arising out of contractor's failure of negligence to observe any terms and conditions of the contract. This is without any prejudice to other remedies available to the Corporation.

#### **8. TRANSHIPMENT**

The Transporter shall undertake transportation of cylinders without transhipping .However, if the transhipment is inevitable, the Transporter shall advise the Corporation before hand and also ensure that adequate care and precaution is taken safe handling of the cylinders. No extra charges will be paid by the Corporation for the transhipment.

#### **9. SUBLETTING:**

The Transporter shall not subject any work entrusted to them except with the written consent of the Corporation.

#### **10. REMUNERATION/PAYMENT OF BILLS:**

Rate payable to the transporter for various Sector/s shall be as detailed in the 'Schedule of Rate' attached hereto. For transportation of filled cylinders to the destination, 65% of the rate will be paid and for transportation of empty cylinders, 35% of the rate will be paid. The rate/s mentioned in the schedule is/are for transportation of 14.2 Kg cylinders. In case if 5/19.0/35.0/47.5 Kg cys. are required to be transported, the rate payable shall be 0.35/1.34/2.46/3.34 times the rate payable for 14.2 Kg cylinder transportation. One way rate will be 65% of the round trip rate. The rate is inclusive of loading/unloading/stacking/de-stacking of cylinders at both the ends.

#### **11. PERFORMANCE OF THE CONTRACT.**

If at any time during the currency of this Agreement, the Transporter fails to transport the cylinders or fails to perform the various other obligations specified in this Agreement, the Corporation may at its discretion and without prejudice to its other rights and remedies obtain services from other Transporters to perform the obligations and transport the product and the Transporter undertakes to re-imburse the Corporation all the additional expenses incurred by the Corporation in this connection. If at any time after executing the Agreement any of the information furnished along with the tender is found to be false, the Agreement is liable for termination and the Security Deposit is also liable for forfeiture.

## **12. DETENTION CHARGES:.**

No detention charges shall be payable by the Corporation to the Transporter. However, all efforts will be made by the Corporation to avoid delays.

## **13. CONTRACTOR'EMPLOYEES**

**a)** The Contractor will be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the Transporter will be on the Transporter's payroll and paid by the Transporter.

**b)** All disputes and differences between the Transporter and his/their employees have to be settled by the Transporter. The Corporation has absolutely no liability whatsoever concerning the employees of the Transporter. The Transporter will observe and comply with the requirements of Minimum Wages Act, the ESIC Act and all other Industrial Labour Regulations for the time being in force or that may be brought into force governing the relationship between the employer and the employee and also undertakes to hold the Corporation indemnified against all claims, payments, losses, etc., that they Corporation may have to suffer on account thereof. The Transporter will make regular and full payment of wages and on any complaint by any employee of the Transporter regarding non-payment of wages, salaries or other dues, the Corporation reserves the right to make payments directly to such employees of the Transporter and recover the amount in full from the bills of the Transporter and the Transporter will not claim any compensation or re-imbursement thereof.

**c)** The Transporter shall undertake that no person working for them is a foreigner, shall enter into the premises declared by the Government as "Protected Place" which will include all the Bottling Plant and the Refineries.

**d)** The Transporter further undertakes to strictly abide by the Defense of India Act and Rules and also Motor Vehicles Act, Payment of Wages Act and other Labour Regulations in force in the area where they are plying the truck/s.

**e)** The Transporter shall advise in writing or in such appropriate manner to all of its employees and any other person engaged by the Transporter that their appointment/employment is not by the Corporation but by the Transporter and that their present appointment would not make them eligible for any employment/appointment with the Corporation either temporarily or/and permanent basis.

**f)** If however, any claim is made by any employee of the Transporter against the Corporation for wages, compensation or any sum or dues, and the Corporation is made to pay such amount/compensation, the Transporter agrees to indemnify the Corporation of all such claims and to pay all expenses including the expenses which the Corporation may incur in defending any proceedings pursuant to such claims.

**g)** Unauthorised driving of the Transporter's trucks by his men, who do not possess valid heavy vehicle driving license within or outside the Corporation's premises while handling transportation for the Corporation shall not be permitted. The Transporter shall provide photo identity card to their drivers and cleaners and also to those who are engaged in loading/unloading of cylinders.



**h)** The Transporter and their men shall abide by the Rules & Regulations of the Corporation and Distributors when they are within the Corporation's premises and Distributors premises respectively. All safety precautions as per the Corporation's rules should be observed by the Transporter and their men so long as they are engaged in the Transportation of LPG cylinders.

**i)** The Transporter shall duly introduce the Provident Scheme to the staff employed by them, if so required under the Law s envisaged by the provisions of Employees' Provident Fund Act.

**j)** The Transporter shall duly introduce the contribution scheme for the employees under them, if so required by Law as envisaged by the Provisions of the Employees' State Insurance Act, 1946.

**k)** Transporter should not engage child or bonded labour for handling their work in connection with this contract and in line with Government Rules & Regulations.

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

**a)** The Transporter shall remain at all times, liable to the Corporation for any loss or damage caused to any building, plant, machinery or property of the Corporation due to carelessness, negligence, inexperience or default of the Transporter/their agents/Representatives or employees. The Corporation shall be the sole judge as regards to the quantum of loss or damage and shall be entitled to deduct from the amounts payable hereunder to the Contractor the cost of the repair or the amount of loss or damage

**b)** The Transporter will be liable for any loss/injury if Corporation's Employee/s due to careless, negligent, inexperienced act or default either on their part or due to their agents/representatives/employees in carrying out the job under this contract.

**c)** If any filled cylinder loaded in a truck of the Transporter develops leak enroute, the Transporter of their crew shall contact the LPG Bottling Plant immediately and take appropriate corrective action and precautions as directed by the Plant-in-Charge

#### **15. INSURANCE:**

**a)** 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 consignment under the Transit Risk Insurance or re-imburse the Transporter for the same.

**c)** The Transporter shall ensure that the trucks used for the transportation of the consignment under the Agreement are covered by Comprehensive Insurance Policy. Under no circumstances the Corporation shall be liable to compensate them for any loss or damage that may be caused to the trucks while engaged in the work under the Agreement

#### **16. SUSPENSION OF TRUCKS:**

The Corporation reserves the right to suspend the trucks which are suspected to be indulging in any sort of malpractices or any other acts not conducive to the interest of the Corporation such as misbehaviour, dishonesty, disobedience, pilferage etc., such truck/s shall be suspended from the business without giving any reason and in all such cases, no compensation will be paid to the Transporter.

## **17. SPURIOUS/DEFECTIVE CYLINDERS:**

It shall be the responsibility of the Transporter to ensure that no spurious cylinder/s is/are inducted in our distribution system in the course of transportation of cylinders.

The Transporter is expected to identify spurious cylinders while receiving empties from the distributors and in case of doubt about any cylinder, they should note down the serial number of the cylinder duly certified by the Distributor. Final identification will be done by the Plant concerned. Failing to observe this procedure, recovery will be made from the Transporter for the spurious cylinder/s at the rate specified under Clause 4 (Equipment Tariff) of this Agreement. In all such cases, decision of the Corporation will be final and binding on the Transporter. Notwithstanding anything contained in this clause, the Corporation shall have the right to de-shape the spurious cylinder and pressure regulators at the sole discretion of the Corporation after giving 7 days notice to the Transporter and the Transporter shall have no right to question the said act of the Corporation.

It shall be the responsibility of the Transporter to ensure that the cylinders of other Marketing companies (OMC) are not mixed up while accepting filled cylinder from plant and empty cylinder from Distributors. Delivery of OMC cylinders will be penalized as per the rates specified under Clause 4 (Equipment Tariff) of this Agreement. The identification of OMC cylinder shall be ensured on the basis of markings on the stay plate, foot ring, colour code etc., of the cylinder.

## **18. PERIOD OF CONTRACT:**

The Contract shall be initially for a period of 2 years effective.01/07/2010 with an option on the part of the Corporation to extend the same for a further period of 1 year at the same rate, terms & conditions of this Agreement. The Corporation reserves the right to terminate the Contract by giving the Transporter 3 months advance notice in writing without assigning any reason whatsoever. The Corporation, in its absolute discretion and without any prejudice to its other rights and remedies, may terminate this contract forthwith, if the Transporter commits any breach of any of the terms and conditions of this Agreement or the Transporter happens to be a 'Firm', any member of the Transporter's Firm is adjudicated insolvent or enters into any arrangement or compromise with the creditors or if execution or other process is levied or if the road permit issued by the Transport Authorities to the Transporter is cancelled/revoked.

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

The Corporation will consider an appropriate increase/decrease in the Schedule of rates during the contractual period in the event of increase/decrease in the price only of Diesel (HSD) after the due date of opening of the Unpriced Bid.

The escalation/de-escalation shall be calculated on the basis of:

- a) Number of cylinders per truck load : 300/ 450
- b) Average consumption of Diesel (Km/Litre) : 4 for 300 cyl. truck & 3.5 for 450 cyl.

The effective date for revision of rate due to the above will be the date of price change for fuel provided that the decrease/increase in transportation rate works out as 0.02 paise per cylinder per RTKM or more. If it is less than 0.02 paise per cyl per RTKM, the revision in transportation rate will be made effective from the next date of change of price of fuel when cumulative effect of all previous changes for which no corresponding revision in transportation rate has been made, reaches 0.02 paise per cylinder per RTKM or more.

**20 . PAYMENT TERMS:**

Payment for transportation shall be released within 15 days of receipt of acknowledgement for receipt of cylinders..

**21. FORCE MAJEURE:**

Any delay or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots or strikes. The Transporter shall keep records of the circumstances referred to above and bring these to the notice of the Plant-in-Charge in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. Once, decision of the Owner arrived at after consultation with the Transporter, the same shall be final and binding . Such a determined period of time being extended by the Owner to enable the Transporter to complete the job within such extended period of time.

If the Transporter is prevented or delayed from performing any of their obligations under this Agreement by Force Majeure, then Transporter shall notify owner the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within 7 days of the occurrence of the events.

**22. ARBITRATION:**

- 1) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- 2) The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- 3) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any

reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

- 4) Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- 5) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- 6) The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- 7) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- 8) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be Rs. 40,000/- per case for transportation contracts and Rs. 60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid Rs. 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stagewise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties.
- 9) Subject to the aforesaid, the provisions of the # Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- 10) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Mumbai for all purposes. The Arbitration shall be held at Mumbai and conducted in English language.
- 11) The Appointing Authority is the Functional Director of Hindustan Petroleum Corporation Limited.

**AGREEMENT  
(Under Integrity Pact)**

**To,  
HINDUSTAN PETROLEUM CORPORATION LIMITED**

**Sub : Purchase of Bidding Documents**

Ref. Tender no. **DKK/LPG/WZ/182 dtd. 29/03/2010**

**Tender for Transportation of Packed LPG Cylinders Ex. Khapri LPG Plant**

HPCL and the Bidder agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of (state the number of days from the last date for the receipt of tenders stated in the NIT) ..... days and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

We confirm acceptance and compliance with the Integrity Pact in letter and spirit. We further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by HPCL.

The consideration for this separate initial contract preceding the main contract is that HPCL is not agreeable to sell the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for ----- days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with HPCL.

HPCL promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions , HPCL shall have unqualified , absolute and unfettered right to encash / forfeit the bid security submitted in this behalf.

Yours faithfully, Yours faithfully

(BIDDER) (PURCHASER)

**(One copy of this agreement duly signed must be returned alongwith offer).**

# INTEGRITY PACT

(To be executed on plain paper)

## Between

Hindustan Petroleum Corporation Limited (HPCL) hereinafter referred to as “The Principal”, and ..... hereinafter referred to as “The Bidder/Contractor”

## Preamble

The Principal intends to award, under laid down organization procedures, contract/s for ..... The Principle values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders/s and Contractor/s. In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## Section 1 – Commitments of the Principal

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

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

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

## Section 2 – Commitments of the Bidder / Contractor

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

1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which

he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

4. The Bidder / Contractor will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3-Disqualification from tender process and exclusion from future contracts**

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

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

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

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

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

### **Section 4 – Compensation for Damages**

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

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

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

#### **Section 5 – Previous Transgression**

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

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

#### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

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

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

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

#### **Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors**

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

#### **Section 8 – External Independent Monitor / Monitors (three in number depending on the size of the contract)**

**(to be decided by the Chairperson of the Principal)**

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

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

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



- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

### **Section 10 – Other provisions**

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

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

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

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

-----  
For the Principal  
Place.....

Date.....

For the Bidder/Contractor  
Witness 1:

.....

Witness 2:

.....

## **e.Payment Mandate**

To,  
Hindustan Petroleum Corporation Limited,  
Mumbai- 400020  
Dear Sirs,

The following is a confirmation / updation of my bank account details and I hereby affirm my / our choice to opt for payment of amounts due to me under various contracts through electronic mode. I understand that Hindustan Petroleum Corpn. Ltd. also reserves the right to send the payments due to me by a cheque / Demand Draft / electronic mode or through a banker.

**A. Supplier / Contractor Details**

1. Supplier / Contractor Name
2. Supplier / Contractor Code
3. Address (Including Pin Code)
4. Controlling Office Name/SBU  
(LPG/Retail/Direct Sales / Aviation)
5. P.A No.

**6. E-mail ID**

**8. Particulars of Bank Account**

**I. Bank Name**

2. Branch Name /branch code
3. Branch Address (incl Pin code)
4. 9 Digit MICR No. of Bank and Branch  
as appearing on the cheque
5. Account Type (Savings/Cash credit/Current)
6. Account Number (as appearing on cheque book)
7. IFSC Code of the Branch (For RTGS)
8. IFSC Code of the Branch (For NEFT)

I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to HPCL. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, I shall not hold Hindustan Petroleum Corporation Limited responsible. I also agree for printing of the bank details on the cheque or DD if the payment is effected by cheque / DD.

Name (in Capitals) of supplier / contractor

Authorised Signatory

Date:

Note: 1. Bank details to be confirmed by the bankers. Such confirmation shall be duly signed & stamped by the bankers.

2. Please enclose cancelled / photocopy of a cheque. Official Rubber Stamp

### SC/ST CERTIFICATE.

A tenderer who claims to belong to one of the Scheduled Castes/Schedule Tribes should submit in support of his claim that a certificate issued within one year preceding the date of tender opening for the Packed LPG Transportation Contract , in original, with a copy thereof, in the form given below, from the District Officer or the Sub-Divisional Officer or any other officer, as indicated below of the District in which his parents (or surviving parents) ordinarily reside who has been designated by the State Government concerned as competent to issue such a certificate. If both his parents are dead, the officer signing the certificates should be of the District in which the Tenderer himself ordinarily resides otherwise than for the purpose of his own education. The following standard format is to be used for the purpose.

The form of certificate to be produced by Scheduled Castes/Scheduled Tribes candidates apply for appointment to posts under Government of India.

This is to Certify that Shri/Shrimathi/Kumari \_\_\_\_\_  
son/daughter\* of \_\_\_\_\_ of  
village/town\* \_\_\_\_\_ in \_\_\_\_\_ District/Division  
\* \_\_\_\_\_ of the State/Union Territory\* of \_\_\_\_\_  
belongs to the \_\_\_\_\_ caste/tribe and his/her religion is  
\_\_\_\_\_ which is recognised as a Scheduled Caste/Scheduled Tribe under the  
Scheduled Tribes Lists (modification) order 195\* read with the Mumbai Re-organization  
Act,1960 and the Punjab Re-organization Act,1956.

the Constitution (Jammu & Kashmir) Scheduled Castes Order 195 \*  
the Constitution (Andaman & Nicobar Islands) Scheduled tribes Order 195 \*  
the Constitution (Dadra & 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 \*

Place \_\_\_\_\_

Signature \_\_\_\_\_

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

Designation: \_\_\_\_\_  
(with seal of Office)  
State/Union Territory\*

\*Please delete the words which are not applicable.

**AFFIDAVIT**

(On a non-judicial stamp paper value Rs:100/-)

I/We \_\_\_\_\_ S/O \_\_\_\_\_

resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:

1. That I/We are the Owners of Truck No/s \_\_\_\_\_ bearing engine  
No: \_\_\_\_\_ Chassis  
No: \_\_\_\_\_ make & model \_\_\_\_\_

2. That I/We have attached/shall keep attached the above mentioned truck/s with  
M/s \_\_\_\_\_ under operation with Hindustan Petroleum  
Corporation Limited till validity of the contract awarded to  
M/s \_\_\_\_\_

DEPONENT

Verified 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.

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

Notary Public :

### **UNDERTAKING (WITHDRAWAL OF TRUCKS)**

(on a non-judicial stamp paper of Rs;100/- duly notarised)

We solemnly affirm and declare as under:

1. That the fleet offered under the Tender No:\_\_\_\_\_ to M/s Hindustan Petroleum Corporation Ltd., has not been withdrawn from any other contract with any Oil Company or any other Bottling Plant of M/s Hindustan Petroleum Corporation Ltd.,
2. That the vehicle/s under reference is/are not attached with any other Contractor and have not been withdrawn without their written prior consent.
3. That the subject vehicle/s is/are not involved in any legal litigation other than routine cases of road accidents or any violation of Motor Vehicle Act.
4. That we have not been blacklisted by any Oil Company so far.
5. That at the sole discretion of the Corporation the number of trucks offered/accepted by the Corporation can be increased or decreased as per the requirement of the plant.

We further confirm that in case any of the information noted above is found to be incorrect, we will be liable for any action under the terms of the tender/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 the Corporation on account of award of Contract in our favour on the basis of misrepresentation, we shall keep the Corporation completely indemnified against all the losses/damages, litigations, court actions etc.,

## **DANGEROUS PETROLEUM REGULATION OF TRUCKS**

1. The trucks to be engaged for transportation of cylinders should strictly confirm to the regulations stipulated in the Petroleum Act, 1976, any amendment or re-enactment thereof from time to time under rules and order(s) framed hereunder.

2. The trucks engaged for transportation of LPG cylinders should also conform to the following requirements.

- a) There shall be no sharp projection inside the vehicle on the platform and sides of the lorry.
- b) The exhaust from the engine should be under the driver cabin and exhaust pipe should be fitted with an ISI approved spark arrestor
- c) The cabin of the vehicle shall be of all metal construction and its rear window, if provided, shall be fully covered with wired glass. the cabin and the engine shall be separated from the load by a fire resisting shield whose dimension shall fully cover the cabin end of the load.
- d) The truck should be fitted with a double pole wiring system with the "Master Switch" in the driver's cabin.
- e) The fuel tank of every vehicle if installed behind the cabin of the vehicle /fire screen shall be:
  - i) so designed, constructed and installed so as to prevent no unusual hazard, shall be arranged so as to permit drainage without removal from the mounting and,
  - ii) protected against blows by stout steel guards.
- f) The trucks should be fitted with the fixed body of adequate height so that the cylinders are not stacked beyond the side support of the body.
- g) The trucks must carry two numbers 9Kg DCP type fire extinguisher.
- h) The voltage of the electric circuit should not exceed 24 volts.
- i) Electrical Wiring shall:
  - A) be heavily insulated and be adequate for maximum load to be carried.
  - B) be provided with suitable over current protection in the form of fuses or automatic circuit breakers and also with master switch to cut off the current supply in an emergency.

## **GAS CYLINDERS RULES 1981**

The transportation of LPG cylinders is/are covered by the Gas Cylinder Rules 1981. It will be the responsibility of the Contractor(s) to ensure that the truck and the operations fully conform to the above rules in all respect. Some important stipulations of the Gas Cylinder Rules 1981 are noted below for reference and guidance.

- (a) Cylinders filled with any compressed gas shall not be transported by a bicycle or any other two wheeled mechanically propelled vehicles.

- (b) Cylinders shall be so transported so as not to project in the horizontal plain beyond the sides or ends of the vehicle by which they are transported.
- (c) There shall be no sharp projections on the inside of the vehicle.
- (d) Cylinders shall be adequately secure to prevent their falling off the vehicle and being subject to rough handling, excessive shocks of local stresses.
- (e) Every cylinder containing compressed gas shall have its valve securely closed so as to prevent leakage. Valves fitted to the cylinders containing LPG shall be provided with security nut on the outlet to act as a secondary means of safeguard against leakage of gas.
- (f) The LPG cylinders shall always be transported and kept in the upright position and shall be so placed that these cannot be knocked over.
- (g) During unloading, care should be taken so that no damage is caused to the cylinders and cylinders are not thrown from the vehicle.
- (h) Two suitable fire extinguishers of 9 Kg DCP type in sound condition should be carried in the vehicle in an easily accessible position.
- (i) Exhaust of the truck must be fitted properly with spark arrestor of a design approved by Chief Controller of Explosives.
- (j) No other materials/goods are to be carried in the truck while it is loaded with LPG cylinders.
- (k) 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.
- (l) Besides the crew (i.e) the Driver and a helper, no other person is to be allowed to travel in the trucks carrying LPG cylinders.
- (m) Vehicle crew should be adequately trained with operation of the extinguisher available in the truck.
- (n) Any cylinder containing flammable gas which develops a leak during transport shall promptly be removed to an isolated place away from the source of ignition and the person responsible for transportation shall immediately contact the filling plant for necessary advice.

## **LETTER OF UNDERTAKING**

I/We, M/s\_\_\_\_\_ hereby authorise M/s Hindustan Petroleum Corporation Ltd., to deduct Income Tax charges leviable (if any) on transportation charges payable to us and remit the same to the appropriate Incometax Authorities.

\_\_\_\_\_  
Signature of the Tenderer with Rubber stamp.

Full Name :

Address :

Tel.No:

( SPECIMEN )



**COMPOSITE BANK GUARANTEE FOR MOBILISATION ADVANCE, SECURITY  
DEPOSIT/RETENTION MONEY/PERFORMANCE GUARANTEE**

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited (Address as applicable)  
IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED, a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The Corporation" (which expression shall include its successor in business and assigns) having placed an order on Messrs ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at ..... (hereinafter called "the supplier" (which expression shall include executors, administrators and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed :

a) not to insist upon immediate payment of Security deposit for the fulfilment and performance of the said order

b) to pay "the supplier" as and by way of advance upto a sum of Rupees\_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_% of the value of "the order";

c) that "the supplier" shall furnish a security for the performance of "the supplier's" obligations and/or discharge of "the supplier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the supplier" to accept a composite Bank Guarantee for the mobilisation advance, security deposit, retention money and performance guarantee.

We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the supplier" hereby agree to pay to "the Corporation" without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non performance and fulfilment or for any breach on the part of "the supplier" of any of the terms and conditions of the said "order".

2. We, ..... Bank further agree that "the Corporation" shall be sole judge whether the said "Supplier" has failed to perform or fulfill the said "order" in terms thereof or committed breach of any terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in the favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Supplier" may be entitled to.

44 SIGNATURE/RUBBER STAMP OF TENDERER

3. We, ..... Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Supplier" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, ..... 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 "order"/or

to extend time of performance by "the Supplier" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Supplier" and to forbear to enforce any of the terms and conditions relating to "the order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Supplier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Supplier" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

5. However, it has been agreed between "the Supplier" and "the Corporation" that there shall be only one Composite Bank Guarantee for both the advance and security deposit performance guarantee/Retention Money @ of \_\_\_\_% valid till the end of the defects liability period as per the terms of the P.O. No. \_\_\_\_\_ dated \_\_\_\_\_ and that in proportion with the recovery of advance @ \_\_\_\_% per bill the same amount/value automatically stands credited to the defects liability account/security deposit or retention money as the case may be and will continue to be credited/treated till the entire advance of Rs. \_\_\_\_\_ is fully recovered from the running bills and from the date of full recovery of the advance of Rs. \_\_\_\_\_ this guarantee automatically, shall stand valid towards the \_\_\_\_% retention money/defects liability, fully valid in all respects unto a further period of six months, as per the Purchase Order of "the Corporation".

6. Notwithstanding anything contained herein above :

i) Our liability under this guarantee shall not exceed Rs. ....  
ii) This Bank Guarantee shall be valid upto and including .....; and  
iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # *before the expiry of 30 days from the date of expiry of this guarantee* .

7. We, ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.

8. We, ..... Bank lastly agree that "the Bank"'s liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".

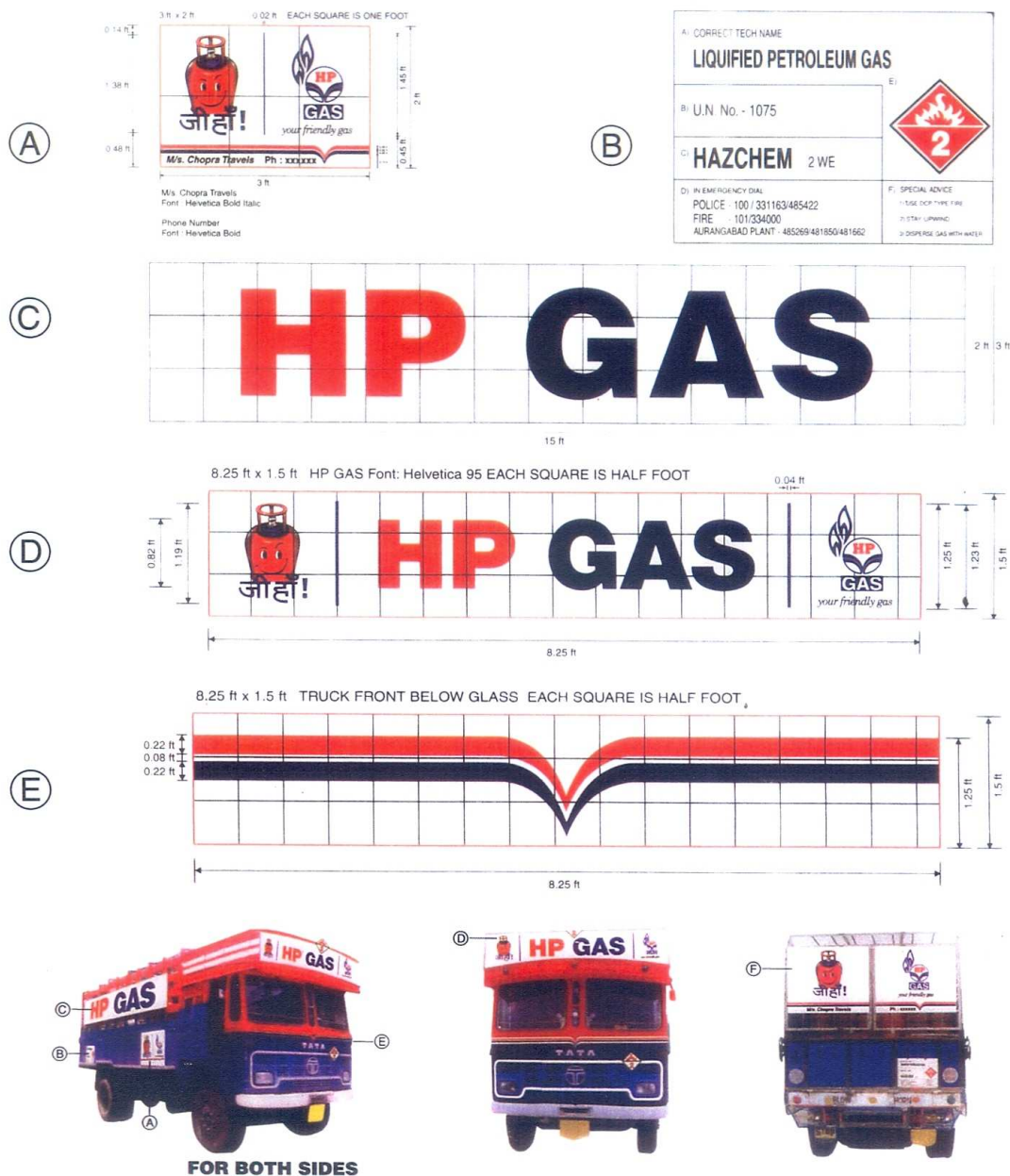
9. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Supplier" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on this ..... day of ..... For ..... Bank

(by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Bank")\*

## PACKED TRUCK GRIDS (ALL MODELS)



**Vinyl for units A & D**

**The material specifications shall be as follows**

Material : LG Lucky Flex/3M P2 Flex

Print : Digital Colour print on Flex

Protective Coating : Protection against UV rays to be provided

Resolution : 360 dpi

**Unit B C & F should be hand painted**

**NOTE :** In case of non-availability of Vinyl the same shall be hand painted as per specifications.

These guidelines are only indicative of basic design. In the case of varying sizes, the design should be proportionately adjusted.