BHARAT PUMPS & COMPRESSORS LIMITED

(A Government of India Enterprises) Naini Allahabad- 211010

TENDER FORM

FOR

TRANSPORTATION OF

MATERIALS FROM ALL OVER

INDIA TO BPCL NAINI AND VICE

VERSA AND FOR OUT TO OUT

TRANSPORTATION WORK 2017 FOR TWO YEARS

PART I & PART II

REF NO. MSX/TPT/ATC/2017-18

RECEIPT OF TENDER UP TO 1.00 PM

ON DATE- 22/09/17

OPENING OF TENDER UP TO 2.00 PM ON DATE- 23/09/17

BHARAT PUMPS & COMPRESSORS LIMITED (A Government of India Enterprise) NAINI -ALLAHABAD - 211010

LETTER OF LIMITED TENDER

Ref: MSX/TPT/17-18 Dated: 31-08-2017

M/s

RECEIPT OF TENDER UPTO 1.00 PM

ON DATE: マス/09/17

OPENING OF TENDER AT 2.00 P.M.

ON DATE: 23/09/17

Sub: Tender for transportation of material from different places all over India to & from BPCL. Naini including any place to any other place out side Naini.

Dear Sir,

In accordance with the conditions given hereafter & below mentioned Annexures 'A' 'B' & 'C', please send your quotation for transportation of materials:-

ANNEXURE: A- General conditions of contract & general obligation.

ANNEXURE: B- Special conditions of contract.

ANNEXURE: C- Schedule of rates & transit time.

NOTE / INSTRUCTION:-

Tender must be submitted in two parts as below.

PART-I

Earnest money deposit (EMD) & agreement of terms & conditions mentioned hereafter & as mentioned in Annexure A, B & C (except price part)

PART-II

Prices / Rates only.

This part of tender shall be opened only after evaluation of Part – I.

Part I & II should be submitted in separate sealed cover and marked as 'Part—I, Un-priced Part and 'Part—II, Priced Part' respectively and also mentioning tender no. on each envelope. Both offer should be sealed in another envelope with reference no. & date super scribed on it which in turn should be sealed in another cover bearing the address only without indicating that there is a tender inside, failing ' hich tender may not be considered.

- 2. Tender will not be opened in presence of the tenderers.
- 3. Tenders should be sent by Regd. Post, through Couriers or dropped in the Tender Box kept in Stores Deptt. of BPCL. Naini Allahabad.
- 4. Offers must be clear in all respect. Quotations erased / Overwritten are likely to be rejected unless all corrections are authenticated with tenderers signature & rubber stamp.
- 5. The quoted rates must be firm & fixed till the execution of the contract.
- 6. The Quotation must be valid at least for a period of 5 months from the date of opening of tenders. No change in rates shall be allowed after tender opening date.
- 7. The tenderer should quote for those Station / States where they have their own branches. Latest branch list should be enclosed along with Part- I of tender. The offers without the branch lists are likely to be rejected.
- 8. The tenderer must indicate the detailed address of Office / Godown available at Naini / Allahabad with Phone no. / Fax no. / E. Mail & loading / unloading facilities & no. of staff working.
- 9. The tenderers must quote for every Station / State, the rates & transit time for Part load/LCV load (up to 4.5 MT.) LPT load (up to 7 MT.) full load (up to 9 MT.) Taurus load up to 16 MT./ Trailor load of different capacity (20 MT. 30 MT. 40 MT. Separately transit time for LCV/LPT/FTL/Taurus load should be same.
- 10. In case tenderers do not have any Office / Go-down at the exact Station of Annexure 'C' they may quote for their nearest Station & mention the main Station they have quoted.
- 11. The tenderer has to deposit earnest money (EMD) of Rs. 25000/- either by cash or through crossed Demand Draft of any Schedule Bank in favour of M/s Bharat Pumps & Compressors Ltd Naini Allahabad failing which offer shall not be considered.
- 12. The late/ delayed / incomplete offers are likely to be rejected.
- 13. The tenderer must sign on all pages of the tender documents as a token of their acceptance. In case of firms, tender documents must be signed by each partner / member or the person holding the power of Attorney on behalf of them. In later case, a copy of the power of Attorney duly attested by the gazetted officer must accompany the tender.
- 14. The contract shall normally remain in force for a period of 24 months including trial period of 6 months & having provision to extend the contract for another 6 months or more if required. BPCL shall have all rights to cancel contract without assigning any reasons by giving 30 days notice period.
- The successful bidder (s) shall have to submit a security deposit of Rs.50000/- in form of cash deposit of Bank Guarantee on Company's (BPCL) Standard format before the contract is awarded thereafter only. Earnest Money for unsuccessful transporter will be refunded on finalization of tender.

- Payment of transporter's bill shall be made by EFT/NEFT/RTGS mode on submission of Bills in duplicate to Sr. Manager (MSX). Normally 60 days time shall be allowed for payment of the bills after submission. The date of bill should be on or after the date of proof of delivery of the materials.
- 17. The deviation, if any to the terms & conditions mentioned in our tender must be indicated clearly by you in Part I of the tender.
- 18. The tenderer must confirm the acceptability of the lowest / reasonable rates of other bidders.
- 19. Transporter's should quote only for those stations where they are having their own branches & branch list must be submitted along with quotation. You will ensure to lift / dispatch part load consignments from / to your existing branches besides lifting full load consignments.
- 20. Contract will be finalized on location wise/Transporters and the wholesole responsibility for transportation of materials From/To that location shall lie with the same transporter only. If tenderer/Contractor fails to arrange to provide required vehicle BPCL will arrange transportation from others. Transporters and the freight difference will be debited from designated L1 Transporters.

Your faith fully For Bharat Pumps & compressors LTD.

(SUBODH MATHUR) Sr. MANAGER (STORES)

I/We, the undersigned do hereby tender to execute and agree to abide by the terms & conditions etc. as Annexure A & B and the rates tendered in above documents are as per prescribed specifications.

Contractor's Signature Name & Address:

BHARAT PUMPS & COMPRESSORS LTD. NAINI-ALLAHABAD

Ref.No-MSX/TPT/ATC//2016-17

ANNEXURE-A

GENERAL CONDITIONS OF CONTRACT

- In the general conditions of contract and the contract documents as hereinafter DEFINITIONS AND INTERPRETATIONS: Defined, if the context so admits the following words and expressions shall have
- The terms Company shall mean as authority of BPCL requiring the works specified in the contract to be carried out and so designated in the agreement and Meanings shall include his or their successors and assign. i)
- The terms "Management" shall mean the officer nominated by the Company of BPCL. To deal with matters pertaining to the contract where expressions is made in the contract for any matter to be dealt with by him. ii)
- The terms "Officer-In-Charge" shall mean the Company's Officer-In-Charge Executive in charge of the work and shall include his superior officers. iii).
- The terms "Contractor/Transporter Agent /Tenderer" shall mean the person firm/company with whom the contract has been placed and shall be deemed to the contractor's successors/representative, heirs, iv) administrators unless specifically excluded by the contract.
- The terms "contract or contract documents" shall mean the contract documents collectively comprising of the agreement terms and conditions, special conditions of contract, Bill of materials/quantities specifications, Time Schedule of work., General conditions of contract, Instructions, Schedule of rate, other relevant v) documents, constituting this agreement.
- The term "Work" shall mean and include all works and things and services to be executed, supplies, work done by the contractor under the contract. vi)
- terms "Period of liability" in relation to the work shall mean the specified period of 36 months or up to the period contract is extended or as specified vii)
- The terms "Schedule Rate" mean the accepted rates of this contract.
- The heading or marginal headings in the general conditions are solely for the Purpose of facilitating references and shall be deemed to be part thereof or to be viii) taken into consideration in the interpretations of the contract 1(B)

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- DISCREPANCIES IN CONTRACT DOCUMENTS: The several documents GENERAL OBLIGATIONS: forming the contract are to be taken the several document as complementary and mutually explanatory of one another, and what is called for by any one shall be as binding as if called for by all. Should there be any discrepancy, or any inconsistency error or omission in the contract documents or any one of them the matter shall be referred to the officer-in-charge of his decision which shall be final and conclusive and the contractor shall carry out the work in accordance with such decision.
 - SERVICE OF NOTICE OF CON TRACTOR:-The contractor shall furnish to the Officer-In-Charge the name designation. and address of his authorized agent and all complaint and reference shall be deemed to 2)

have been duly given to the contractor if delivered to the contractor or his authorized agent or posted to the address so given, and shall be deemed to have been so given on the date on which they were so delivered or left in the case of posting on the date on which they might have reached such address in the

ordinary course on which they were so delivered or left.

CONTRACT NOT TO BE ASSIGNED:-The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever inside the 3) plant Any breach of this condition shall entitle the company to rescind the contract.

CONTRACTOR TO OBTAIN HIS OWN INFORMATION:-4)

The contractor shall be deemed to have visited and carefully examined the site and it's surrounding to have satisfied himself as to the nature of all existing

MISCONDUCT OF CONTRACTOR'S STAFF OR EMPLOYEES:-

If and whenever any of the contractors or sub contractors agent sub agent/assistant, or any other employees shall, in the opinion of the officer-in-5) charge be guilty or any misconduct be incompetent or indifferently qualified or negligent in the performance of his duty or if in the opinion of the officer-Incharge it is undesirable for any reason whatsoever, for any such person or persons to be employed in the works, the contractor, shall have no claim on the company for any cost in connection therewith.

6)

Any bribe, commission, Gift, gratuity, advantage etc. promised or offered by on behalf of the contractor or his partner, agent or servant or any one, on his or on their behalf to any officer or employee of the Company or to any person on his or their behalf shall in addition to any criminal liability which may incur, be subject to the termination of the contract contractor shall be forfeited by the Company without prejudice to the right of the Company top sue the contractor for any excess cost incurred by the Company in consequences of such action as may be considered necessary for carrying on and completion.

THE CONTRACTOR RESPONSIBLE FOR ACCIDENT:

The contractor shall be absolutely solely responsible for accidents and injuries whether fatal or otherwise damage occurring to any person, property or things resulting from or in opinion of officer-in-charge be traceable to the operation, the contractor or his subcontractor's agent or employees in execution of the work or otherwise or to any failure in the part of the contractor to observe and perform any of his contractor as above described, shall extend to all cases of any person.

Contractor's risk:-8)

The contractor shall undertake all risks and liabilities of whatever kind arising out of the works.

Workmen's Compensations And Employees Liabilities:-9)

In every case in which by virtue of the provisions of sections or section 12, Sub Section (1) of the workmen's compensation Act 1923 the company is obliged to pay compensation to a workmen employed by the contractor in executing the work, the company will recover from the contractor the amount of compensation so aid and without prejudice to the right of the company under section 12 subsection (2) of the said act, the company shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the company to the contractor, the company shall not be bound, contest any claim made against it under section 12 sub section (1) the said act, except on the written request of the contractor and upon his giving to the company might become liable in consequence of contesting such claim.

10) Reporting Of Accidents to Labour

The contractor shall be responsible for the safety of the employees employed by him on the work and shall report serious accidents to any of them however and wherever occurring on the works to the officer-in-charge or his representative and shall make every arrangement to render all possible assistant.

11) Labour Act:-

The normal labour acts as applicable from time to time for such contract shall be adhered to by the contractor. According to the contract labour Regulations and Abolition Act 1970 the contract / tenderer will have to get him self registered if required under this act with the labour department and all the liabilities for the same shall be that of the contractor/Tenderer.

12) Arbitration:-

If at anytime, any question or disputes or differences whatsoever arise between the company and the tenderer/contractor in connection with contract the same shall be referred to two arbitrators one from contractors/tenderer's side and one from company's side. In case the aribitrant fail to reach an agreement, the matter shall be referred to an umpire elected by both the arbitrators and umpire's award will be binding on the both the parties. The arbitration proceeding shall be conducted and governed in accordance with the provisions of Indian Arbitration Act 1940 and amendment thereof up to date. The arbitration proceedings shall be held at NAINI ALLAHABAD or such other places as the company may specify for this purpose.

13) RESERVATION OF THE COMPANY:-

- i. The company reserves the right to assign any part of the work to more than one contractor/Tenderer or as it may think fit without assigning any reason thereof.
- ii. The company reserves the right to place the contract simultaneously with other Contractors/ tenders as it may think fit at any time during the period of contract In the interest of the company.
- iii. The company reserves the right to withdraw any part of the work during the period of the contract from the contractor / tenderer without assigning any reason thereof.
- iv. The company reserves the right to reject any or all tenderers or allot the work to any party without assigning any reason.

14. CONSEQUENCES OF BREACH OF CONTRACT:-

- (a) Subletting: Once the contract has been signed the contractor shall not Sublet, transfer or assign the contract to any party. If the contractor takes any such action the Co. will have the right to terminate the contract without notice and forfeit the security deposit in full.
- (b) **NEGLIGENCE**:- If the contractor fails or neglects to observe and perform any of the terms, conditions, of the agreement the, company may without Prejudice to any other right it may terminate this contract by giving seven days notice in writing in which the Security deposit / earnest money of the contractor shall also stand forfeited, the company will have in addition the right to recover from the contractor any amount by which cost of completing the work by any other agency exceeds the value worked out on the basis of this contract.

15\	JURISDICTION: In case of any dispute jurisdiction of	the ALLAHABAL
13)	JUIGBDICITO III	

Court only will apply.

(SUBODH MATHUR) Sr. MANAGER (STORE)

Contracto	r's signa	ture		
Address:			 	
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BHARAT PUMPS & COMPRESSORS LTD

<u>NAINI ALLAHABAD</u>

Ref.No-MSX/TPT/ATC/2016-17

SPECIAL CONDITIONS OF CONTRACT:

- 1. Special conditions of the rate contract shall be read in conjunction with notice inviting tende With terms and conditions General conditions of contract, general obligation, Time schedule of rate & other documents in relation to work.
- 2. That the agent shall be responsible for transportation of all categories of materials/machinerie equipments etc. from various stations in India to company's stores at Naini and vice versa including transportation from any place to any other place by truck / trailor as the case may be.
- 3. That the said work shall be performed by the agent under the instructions and in close Cooperation and to the satisfaction of the company's office / Regional office . Mumbai Kolkata / Chennai / Delhi / Barode and other places & also under the instructions of company's authorized officer at Naini (Allahabad).
- 4. Initially company shall watch agent performance during the first 6 months from the date of issue of contract and will confirm the contract in writing for future 18 months after trial period. If agent's performance is found satisfactory during the first six month but subsequent performance of the agent is not to the satisfaction of the company, the company will have an option to cancel the contract with one month notice. During this notice period of one month agent may not be given by the company any fresh work but agent shall transport and handover all the consignments delivered to the agent before or after serving such notice. Simultaneously, agent shall also have an option to terminate the contract by giving 3 month notice. In such eventuality of notice from either side agent shall hand over all the consignment to the consignee with in transportation period mentioned in schedule of rate and then only the pending bills will be settled.
- 5. That the timely & safe transportation of goods / materials shall be the essence of the contract.
- 6. That the type of goods /materials to be transported by the agent, as and when required, will generally be urgent stores requirement of the company. Materials for transportation also include imported consignments and such other items /goods as the company's suppliers or customer will, time to time, intimate to the agent.

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7 (A) That the agent shall ensure and will be responsible for the safe delivery of goods and in original packing at company's stores at Naini or at such places as may be directed by the Co. Generally the materials / goods will be transported direct to the Company's stores at Naini or other place as may be specified without any transshipment. If transshipment is unavoidable, the agent may do so, keeping in view that the transhipment is minimum . The agent will handle the cargo with available handling requirement and will take all possible care and precaution in transhipment of the consignment. But inspite of agent's care and precaution, if any damage / breakage occurs during transhipment or on route beyond agents control due to some accident or due to any other reason, the agent will in such cases issue damage / shortage certificate for lodging the claim on the under writers of the company .In case any Survey is required by the agent and the company , same will also be arranged by the agent In case of such eventuality, the payment for the freight of that particular consignment will be paid to be transporters on the settlement of claim by Insurance Co. and after recovery, if any, to be made by Insurance Company from transporter. However, in case the claim is rejected by the Insurance Co./underwriters at a later stage. BPCL will have full right to deduct the cost of material from the future pending bills of the transporter or from security deposit. In case the amount falls short from security deposit or any due amount to the Co. the same will be settled and recovered separately. This will be applicable for inward traffic to BPC or when material is sent to customers and BPC from BPC sites.

In case of part load consignments which are booked on full truck load/Tailor / LCV/Tarrous load basis the transporter will not load material of any other GR. In case of default freight for such

consignments shall be reduced to 50%.

That in all cases where any abnormal shortage / damage is noted at the consignee's end, the transporter will have to issue shortage / damage certificate or effect open delivery of consignment Details of such shortages / damages shall be noted on GR's. Bills for such transportation worl shall be submitted duly supported by shortage / damage certificate and the same shall be processed and paid in the normal manner. However, if claims for such shortage / damage are eventually turned down by Insurance Co / Underwriter, BPC / Consignee will have full right to recover th cost of such shortage / damage from the pending bills of transporter.

That in case any joint survey is required to be conducted agent will have to extend fu co -operation organizing the same and shall issue damage / shortage certificate as may be required

That the agent shall submit the bill s for the work done in the manner Prescribed by Company fron time to time. No advance payment shall be made against the bills and payment shall be made 8. full only after the material is delivered to consignee in good condition. The Payment shall be made subject to deductions and realizing any amount due to Company from the agent.

Contd ----3

- 9. That the Company will pay to the transporter for the work done as mentioned in Schedule of rate. The rates for transportation and other misc. expenses shall be as per the enclosed Annexure. The agent shall undertake only those jobs, which are covered in this contract and the rates for which are available in the schedule. Of rate unless otherwise specified by company from time to time.
- 10. The agent shall submit bills in duplicate once in a week (preferably on every Thursday) to store witl Original receipt of consignment by consignee (along with photocopy) and any one of the following shal be acceptable for fright payment to the transporter.

1. Original lorry copy

3. In absence of above photocopy of consignee copy/lorry copy with original receipt by consignee & I bond of Rs.10.00 is to be submitted.

Bills should be submitted along with following details:-

(a) G.R No. & date along with no. of cases/packages. (b) Weight & Dimensions of each cases /Packs. Including ODC consignments fixed with mentioned

(c) Truck/ trailors No. carrying the material in case of full truck load/taurrous/LCV/Trailor load

(d) In case of detention, written/ documentary proof is required in support of the claim from consignee/consignor clearing without such proof claim will not be entertained.

(e) Original receipt of consignee with stamp and date in token of having delivered the materials in

(f) If the part load is brought in full Taurrous/Truck/LCV/Trailor, certificate from company's representative/consignor must be obtained and submitted. Vague remark such as full truck load /Tarrous/LCV/Tralor shettled should not be accepted. In the absence of certificate freight shall be payable only for part load based on actual weight or volume (as shown in G.R) which ever more.

(g) In case of collection from parties collection certificate on consignors letter or even certification verification on GR copy dully signed and stamped by the consignor is required. However in case of delivery charges, G.R condition shall apply.

(h) The bills should be raised only after the consignment is delivered at site or stores and the bills should not bear the date prior to delivery date of materials or the date of GR should not be treated as bill date.

Contd ----4/-

- 11.(a) Octroi duty paid to Mumbai/Kolkata /any other municipal corp. by the agent on company's Raw materials /components etc. transported to Mumbai/Kolkata or any other place at the instruction of the company's Store dep. Shall be reimbursed to the agent on production of original receipt of such municipal corp. along with the regular bill for freight and a certificate by company's authorized representative of store s deptt. In case of part consignment the control receipt of the truck carrying this part load may be given.
 - (b) For the consignment means for export or for exhibitions the transporter will ensure that all the necessary documents including octroi exemption certificate are with the driver, so that no difficulty arises at the time of arrival of trucks on octroi NAKA. However the transporter are required to pay octroi duty, they will ensure that octroi form 'a' &'b' are obtained duly indorsed by the Municiple authorities and the same are given immediately to Mumbai/Kolkata/other offices for lodgings refund claim. If they fail to do so the octroi duty paid by them will not be re-imbursed till the refund is That tained from Municiple corp.

(c) The agent shall collect UP sales taxe Permit, duplicate copy of invoice for transporter (Modvat) and any other document required for other States(like road permit for Bihar &W.Bengal etc.) from

clearing agent /BPC Purchase department/supplier before taking delivery.

12 (a) That the agent shall be duly bound to supply as many trucks as required on any one day by the company. or by it authorized rep. on short notice of a day. Intimation by personal contacts or over the telephone will be sufficient as due notice for supply of truck. In most of the cases truck shall have to be provided within 2 to 4 hours after getting telephonic message from authorized representative of BPC stores deptt. Penalty for default in not providing Truck shall be payable at the rate quoted for detention charges.

- (b) The consignments available for clearance at docks, and also to leftover packages at docks on the last free date of the vessel, which may not form the full truck load, will also be required to be removed by the agent/Tenderer for transportation to Naini. In case of failure of supply trucks as stated above, the agent will be required to pay the amount of demurrage incurred if the consignment remains at the docks.
- (c) In case the transporter
 - (1) Makes a default in commencing the work within a reasonable time.
 - (2) Fails to carryout the work, at any stage during the contract period.
 - (3) Fails to supply required no. of trucks, trailers etc, one day's notice
 - of as specified; The company or it's representative may get the job completed at the risk and cost of the contractor after giving him reasonable notice, if the cost exceed the money due to contractor on this contract the extra cost will be recovered from any amount due to the agent.

Contd ----5/-

13 (a) The tenderer /agent shall have to deposit Rs-50000/= as security deposit in the form of cash deposit or in the form of cash or in the shape of bank guarantee issued by a nationalized bank valid for a period 36 months from the date of it's issue within 30 days of the offer of acceptance given by company for part work or full work as the case may be failing which the offer of acceptance given by company shall be treated as cancelled and no claim shall be entertained by the company & earnest money will be returned to the agent without any interest after the expiry of the satisfactory completion of the contract or termination of the contract.

(b) The said security deposit shall be forfeited and appropriated towards any loss that may be sustained by the company as result of breach of any or all of the terms of this contract by the agent and no claim shall be entertained by the company in respect of any interest /loss on the depositor,

depreciation or failure of bank in the case of acceptance of bank receipt.

In the event of the security deposit being insufficient or if the security deposit has been wholly forfeited the balance or the total amount recoverable, as the case may be shall be deducted from any amount then due or which at any time thereafter may become due to the agent under this or any other contract with the company.—Should the amount, also be not sufficient to cover the full amount recoverable from the agent, he shall have to pay the company on demand the remaining balance due.

15. That the company shall have the authority to deduct any amount due from agent at any time arising out of delay or omission on his part and the same shall be adjusted from the pending bills and /or

the said security deposit.

PENALTY CLAUSE:-

16

(a) That the time of transportation is essence of this contract and if it is not adhered to, the company shall have the right to charge penalty @1% of freight per day of delay subject to maximum of 10% of fright amount for the late delivery in case of each part load consignment. In case of full Tarrous/LCV/Truck load/Trailor load fixed FTL. Load penalty @ 2% per day of delay subject to maximum of 20% of freight amount shall be recovered from transporter's bill. The date of loading and unloading of consignment is excluded for this purpose.

(b) After handing over of consignee copy of door delivery consignment to the transporter, the transporter will have to deliver the consignment at BPCL. Naini stores with in 2 working day's of the handing over of G.R failing which delivery penalty shall be imposed on the basis of transit

time mentioned as per schedule.

Contd -----6/-

(c) That in case of any major break down accident ,flood or due to some other reason the trucks are likely to arrive at our works at Naini or any other destination beyond the stipulated delivery period an intimation is required to be given by the agent immediately by the express mean to Senior Manager (Stores)/Dy.M(Stores)of the company and to Regional Manager of the company at Mumbai/Kolkata or other places. This will not be taken as reason for waival of penalty. Such cases will be considered on their own merit and decision of Sr. Mgr.(Stores) shall be final in this regard.

(d) LDP shall be applicable on basic freight and ODC charges if any excluding other charges like collection /delivery /loading /unloading, godown charges

(e) If in case GR is issued in advance, Physical dispatch date of material shall be taken from the gate passes issued or a letter to this effect is taken from consignor for actual dispatch date of materials.

- That the conclusion of a contract for the transportation of materials by the road with the agent does not mean that all materials to be transported by road will be entrusted to the agent .Company 17. reserves the right to get transported any material to any destinations at its discretion through any other party/ parties as it considered fit, and for that purpose company may inter into parallel contract with any other transporter and agent shall have no right for the claim for the same under any circumstances.
- That if the agent fails in the due performance of the contract either in whole or in part during the currency of the contract the company may without prejudice to any other rights it may have on 18. that behalf, terminate this contract by giving notice in writing and the agent shall in such a case forfeit all his interest what so ever including the forfeiture of the said security deposit, under this contract. The penalty referred to in clause 18 shall be deducted or adjusted from any bill submitted by the ager or from the said security deposit. In case of termination of contract the agent shall have to handover all the material to the company or the company's suppliers or clearing agents as the case may be.
- 19.(a) In the event of agent being into liquidation or winding up business or making arrangement with creditors the company shall have the right to terminate the contract forth with in addition and without prejudice to any other right or remedies.

(b) The company also reserves the right to claim including in demnification from the agent for any cost of expenses or losses that company may incur by reason of the breach of the contract or part

of the contract.

(c) That if the said agent shall in any manner will fully delay or neglect to do the entrusted work then by such detault on the part of the said agent, it shall be lawful for the company to cause the work done from some other agency at the cost of the said agent and such cost or loss sustained shall be recoverable from the said agent in the manner as setout here in before in tender.

That in case of any allegation by the agent of breach of contract by the company or in case of non/payment of any claim or due of the agent the right and remedy of the agent shall be only ir 20. the claim for money due or compensation as the case may be and the agent shall have no right to detain any goods or with hold delivery of goods or refusal of transportation of goods.

- That the agent shall have no lien whatsoever or with respect to the goods handed over for transportation or any document relating there to and the agent shall not part with the possession of
- the same or transfer the same for any reason whatsoever.

 It is obligatory that the agent/Tenderer should be bank approved transporter for which the agent/Tenderer will have to enclose documentary proof along with the offer failing which tender agent/Tenderer will have to enclose documentary proof along with the offer failing which tender
 - 23. The tenderer /Agent should be of all India repute and should have network of offices of their own all over India with sufficient loading / unloading facilities with fleet of trucks of their own. For this purpose the agent//Tenderer shall have to submit the list of their offices with facilities available along with this tender .Specific details about godown facilities at Allahabad /Naini. etc. should also be given.
 - As mentioned in earlier clauses also, the company will have the option to enter into parallel contract with any other party for any number of stations without assigning any reason thereof and no claim on this account shall be entertained from the tenderer/Agent.
 - 25. That tenderer /agent shall have to ensure that normally the truck/Trailor with incoming consignments or for taking outwards consignments should report at BPC Naini by 8:30 am but not later than 2 pm so that loading/unloading could be completed within office hours of the company. No detention charges shall be paid in case Truck/Trailor reaches after 2 pm
 - The tenderer/agent shall have to keep a close liaison with the office of the Sr. Mgr.(stores) or any other office /officer specified from time to time to take instruction, guidance and order for the work for which written orders will not be necessarily and ordinarily given and therefore work for which written orders will have to attend the office of Sr. M (stores) every working day his(tenderer/agent/representative will have to attend the office of Sr. M (stores) every working or as specified by the officer in charge or his authorized representative full time .Representative may purpose. If ordered by Sr. M(Stores) or his authorized representative full time .Representative may
 - have to be posted by tenderer/agent at BPC site for efficient working.

 27. It will be the responsibility of the transporter to collect/Issue the GRs on every day for incoming/delivery and dispatches.
 - 27. It will be the responsional.
 28. In case of dispute or differences, the arbitration proceeding will be followed as mentioned in the 'general obligation' clauses attached with this tender. However in case of such eventuality of going 'general obligation' clauses attached with this tender. However in case of such eventuality of going 'general obligation' clauses attached with this tender. However in case of such eventuality of going in for arbitration the transporter shall hand over all the incoming goods to company at Naini and outgoing material to respective consignee parties before the arbitration proceeding starts and outgoing material to respective consignee parties before the arbitration proceeding starts and outgoing material to respective consignee parties before the arbitration proceeding starts and outgoing material to respective consignee parties before the arbitration proceeding starts and outgoing material to respective consignee parties before the arbitration proceeding starts and outgoing material to respective consignee parties before the arbitration proceeding starts and outgoing material to respective consignee parties before the arbitration proceeding starts and outgoing material to respective consignee parties before the arbitration proceeding starts and outgoing material to respective consignee.
 - 29. A contract is to be intrusted on rate contract basis for each station. The offer of agent/Tenderer is deemed to have validity for atleast (06) months by which time company will have the option to accept the offer In case the agent/Tenderer do not agree to this. Specific period should be indicated accept the offer In case the agent/Tenderer do not agree to the tenderer Agent.

Contd ----8/-

30. ESCLATION:

In case of any statutory order or govt. order for increase/decrease in the price of HSD, the freight rates quoted / accepted shall be automatically changed presuming that the effect due to increase /decrease in price of HSD comes at 40% on the freight rates taking into account the increase in HSD price Lubricant and other factors due to increase in HSD price. The interpretation of above is that in case in the increase/decrease in price of HSD takes place by 10% on basic HSD rates the increase/decrease in basic freight rate accepted will be treated as 40% of 10% i.e. 4% increase/decrease shall be allowed on quoted/ accepted frt rates. This fixed formula shall be applicable to avoid any dispute and shall be binding on the tenderer. The increase/decrease will be allowed taking basic HSD price in Naini on the date of issue of LOI/contract. Increase/Decrease shall be allowed if the HSD price is increased/decreased by more than 50 paise per Ltr., only from the rate existing on the date of executing on the date of issue of LOI/Contract/Amendment. In case HSD price is increased/decreased more than 50 paise increased/decreased above 50 paise will not be considered while calculating the escalation. Diesel escalation will be applicable only on basic frieghtincluding ODC. Charges if any. It will not be applicable on other charges like collection /delivery /handling octroi taxes, service tax etc.

31. MODVAT PAPERS:

It is the duty of the transporter to collect duplicate copy of invoice (transporter copy) at the time of collection of materials to The transporter must bring all document such as duplicate copy of invoice for transporter, Challan, Form-38, copy of invoice etc, and handover to BPC store dept. along with materials. In case duplicate copy of invoice for transporter is not handed over then consignee/BPC reserves the right to recover/deduct full amount of Modvat /exise duty paid) from transporters bills In case the duplicate copy of invoice for transporter is lost in transit or not handover due to some other reasons then the transporter should loadge FIR .with nearest police station with in 24 hours. Of receipt of materials, in godown and submit the copy of FIR along with other documents to BPC so that Modvat claim is lodged with exise dept. as per provision of exise rule

- 32. In case of outgoing consignments, freight amount, if required has to be mentioned on GR as per our contract with our customers.
- 33. In case of loss of original receipt of GR for all (incoming/outgoing) consignments one I-Bond of Rs. 10/- to be submitted for each freight bill along with photocopy/true copy of LR with original receipt

(SUBODH MATHUR) Sr. MANAGER (STORE)

REF NO:- MSX/TPT/ATC/09/2016-17

SCHEDULE OF RATES & TRASIT TIME FOR TRANSPORTATION OF CONSIGNMENT FROM VARIOUS NAINI) & OTHER RATES. STATIONS IN INDIA TO NAINI & VICE VERSA INCLUDING ANY PLACE TO ANY OTHER PLACE (OUTSIDE

Ð As below :-Part load LCV load, LPT load full load and Tourrus load basis of specifined stations (State-wise) SCHEDULE OF RATES & TRANSIT TIME FOR TRANSPORTATION OF CONSIGNMENT BOOKED:-

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Ref No. MSX/TPT/ATC/09/2013-14

A-2. Part Load/LCV load/LPT load/Full load & Tarrous load(State-wise) for station not covered in Schedule A-1 above.

STATE WISE RATE:

3/No.	S/No. State	Part Load Consignment	gnment	LCV Load	LPT Load		Tourns Load	Trancit
		A1	•	Ħ E	ant I.	Consignment Up to 9 MT	Consignment	Time for
	c				, A3		A5	CU 0777
		Rate/Kg	Transit			1.,.		
			Time			·	-	
	Andrapradesh							
2.	Aruranchal Pradesh							
3.	Assam							
4	Chandigarh							
5.	Chattisgarh							
6.	Bihar							
7.	Dadar & Nagar Haweli		#	0				
8.	Daman & Diu							
9.	Goa							
10.	Gujarat							
11.	Hariyana							
12.	Himachal Pradesh							
13.	Jammu Kashmir					-		
14.	Jharkhand							
15.	Karnataka							
16.	Kerala							
17.	Madhya Paradesh							
18.	Mharashtra							
19.	Mizoram							

20.	Nagaland	1				 	
21.						 	
22.	Pandecherry					 	
23.	Punjab						
24.	Rajasthan)					T
25.	Tripura					 	
26.	Tamilnadu						
27.	Telangana					 	
28.	Tripura			- 			1
29.	Uttranchal			- 		 	
30.	U.P.East						
31.	U.P.West]
32.	West Bangol						

- Full load (Consignment) weighing up to 9 MT.) for all station/states covered under A1 A.3
- A.3 (a) Tourrus load (Consignment weighing up to 16 MT.) for all station/states covered under
- A.3 (b) L.C.V/ (Consignment weighing upto 4.5 MT.) for all station/states covered under A1 &
- A.3 (c) LPT load (Consignment weighing up to 7 MT.) for all station/states covered under A1
- (ii) ODC rates for FTL (L x H) will also be application on LCV/LPT consignments.
- (iii) Volume wt. on LCV/LPT/FTL/Tourrus load booking shall not be applicable.
- (iv) In case of LCV looking, collection charges, will not be applicable. However if LCV booking has been treated as part load the collection charges shall be applicable on consignments weighing up to 3 MT.Only.
- No pro rata on LCV/LPT loads on wt. basis shall be applicable.
- (vi) In case inward & out to out consignment have been booked on LCV/LPT/FTL Tourrus load basis & certificate for same booking in also furnished, freight or same shall be alloved only when the booking wt. is more than lower category otherwise lower category freight shall be allowed.
- (vii) in case materials has been booked on high category load basis but delivered by lower category vehicle freight shall be applicable only for physical category of truck.
- A-4 Part load/full truck load/for any place to any other place (out side Naini)
 - A(i) Rate for part load on per kg per KM basis Rsper MT.
 - A(ii) Trasit time for part load shall be @ 50 KM per day.

b(i) Rate for FTL. on per KM. basis Rs. (For LCV/LPT/FTL & Taurrous load) b(ii) Transit time for FTL. shall be @ 150 KM. per day. (For LCV/LPT/FTL & Taurrous load)

The distance between two stations shall be worked out by shortest route only as per motoring guide of India and photocopy of Minimum distance 100 km. allowed for LCV/LPT/FTL/Tarrous load case in out to out Booking. distance worked out is to be enclosed along with freight bills.

A.5 TRAILOR WINTE & TRANSIT TIME SHALL BE AS BELOW (STATE -WISE)

	Transit	MT Fime Km/Day	km.	km	km.
	Rates (Rs. Per/MT/KM) for Trailor load	Minimum chargeable Wt. = 20 MT/30MT/40MT Minimum distance = 200 km.	Size up to:- (i) Size:- 36' x 10' x 10' - RsPer MT. Per km. (ii) Size:- 40' x 12' x 12' - RsPer MT. Per km	(i) Size:- 36' x 10' x 10' - RsPer MT. Per km. (ii) Size:- 40' x 12' x 12' - RsPer MT. Per km	(i) Size:- 36' x 10' x 10' - RsPer MT. Per km. (ii) Size:- 40' x 12' x 12' - RsPer MT. Per km
1	No. For all states covered in A2		Up to 20 MT. Capacity.	Up to 30MT. Capacity.	Apro 40MT. Capacity.

for all states
For weight more than 20 MT/30MT/40MT
freight on pro-rata basis shall
be applicable.

Transit time for Trailor shall be calculated @ 100 KM per day. For Trailor freight, the distance between the two stations shall be worked out by Motorable Route (National High Ways) as in " Motoring Guide of India " and photo copy of the distance worked out is to be attached along with trailor freight bills.

A-6. Local consignments on FTL basis shall be:-

(a) BPCL Naini to TSL/SAIL Naini & Vice - Versa. Rs-

(b) BPCL Naini to IOCL Subedarganj / Transport Nagar & Vice - Versa. Rs-

A-7. Consignment booked on volume basis:-

For light consignment the conversion from volume to weight shall be 15Kg./Q.feet only. Consignment shall be booked on actual weight, declared weight or Volume weight which ever is more. Calculation of weight partly on actual / declared weight & partly on volume weight shall not be accepted.

Ir case 75% or more to 100% of the truck area (Length & Width & Height) is occupied by the consignment, FTL/LCV charges shall be applicable.

A-8. Shedule of Rate & Transit time for:-

- Bulk Transportation of blank /tubes upto 6.5 Mtrs:-
- (a) Ex. Mumbai to BPCL Naini

Rs-

Ex. Chennai to BPCL Naini

- Rs-
- Bulk Transportation of tubes upto 7.00 Mtrs:-(ii)
- Ex. Mumbai to BPCL Naini (a)

Rs-

Ex. Chennai to BPCL Naini (b)

Rs-

- Weight mentioned on GR for blank / tubes & as certified by in RDA by Mumbai (iii).(a) office or actually received by Naini, whichever is less, shall be taken in consideration & shall be final.
 - (b) In case Imported pipes of different length are loaded in one Truck, freight shall be applicable as per respective rate.
 - (c) In case, any other consignment is loaded along with Imported pipes, freight for respective item shall be applicable.

Any left out quantity of bulk supply weighing less than FTL. Freight shall be Payable as per respective rates of pipes.

The dimension & load of the consignment on the Truck/ODC shall be as:-

(a) Full Truck load consignment: (F.T.L.)

LCV Consignment weighing. Max. upto 4.5 Tons.

(i) Length = 5000 mm Max.

- (ii) Width = 2100 mm Max.
- (i) Length = 5000 mm Max. (ii) Width = 2000 mm Max.
- (iii) Height = 2500 mm Max.
- (iii) Height = 2500 mm Max.

- (iv) Load = 9.00 MT Max
- (iv) Load = 4.50 MT Max

(b) ODC Truck/LCV Consignment:

Increase in Frt. Rate (percentage)

Length 5001 - 6000 mm

6001 - 6500 mm

6501 - 7000 mm

7001 - 7500 mm

7501 - 8000 mm

(c) ODC Tarrous consignment:

Increase in Frt. Rate (percentage)

- (i) Length $6301 - 6500 \, \text{mm}$
 - 6501 7000 mm
 - $7001 7500 \, \text{mm}$
 - 7501 8000 mm

(d) ODC Truck consignment

Increase in Frt. Rate (percentage)

/Tarrous consignment:

- (ii) Width 2101 2500 mm
 - 2501 3000 mm
 - $3001 4000 \, \text{mm}$

Note:- In case of LCV consignment ODC in width = Not Applicable

(e)(iii) Height 2501 - 2750 mm

- 2751 3000 mm
- $3001 3250 \, \text{mm}$
- 3251 3500 mm

Any ODC not covered to be negotiated before actual dispatch / booking. Charges for extra weight more than full truck load, Tarrous load shall be paid on prorata basis.

- A-10. Rate for consignment which is not full truck load / LCV but booked on FTL/LCV basis:
 - (a) In some cases consignment which are not full truck load / LCV on weight or volume basis, may be booked on Full Truck Load /LCV basis on specific instruction of consignor and these should be delivered within delivery period given for full truck load. In case delivery is not effected within prescribed period grace period will be 5 days for Assam, 3 days for south and 2 days for remaining states excluding U.P with LDP @ 2% per day and there after freight for such consignment shall be restricted to part load consignment on the basis of actual weight / declared weight / volume weight which ever is more, but shall not exceed the LCV freight.
 - (b) Normally booking of consignment on fixed load basis for part load / FTL / LCV should be a roided. In such cases small consignments shall be dealt as part load only based on weight as per our records. For FTL / LCV load, Certificate / approval is to be obtained by the transporter from consignor & should be attached along with freight bills.

A-11.(a) Collection Charges for part load consignment:-

- (1) Rates for collection from Naini Rs- / Kg. (Minimum Rs- per consignment)
- (2) Rates for collection from other cities Rs- on each day collection from one consignor but payable on only one consignment weighing less than 3 MT.
- Note:-(i) Collection charges for more than 3 MT. each consignment shall not be payable.
 - (ii) In case total collection done on any day is more than 3 MT. (i.e.along with one consignment of 3 MT. or more and one or more consignment of smaller weight have been collected) collection charges will not be applicable on 3 MT. or more weight consignment, but will be applicable on any one of the other smaller weight consignments only.

Delivery Charges:-(b)

- Rates for delivery charges at Naini Rs (Minimum Rs. per consignment, booked on **(1)** with or without C.C. Basis.
- Rates for delivery charges at other cities Rs. on each day delivery to any one (2)consignee but payable on any one consignment weighing less than 3 MT. delivered on same date by the same consignor.

Note:-(i) Delivery charges for more than 3 MT. each consignment shall not be payable.

- (ii) In case total delivered consignments on any day is more than 3 MT. (i.e. along with one consignment of 3 MT. or more and one or more consignment of smaller weight. have been delivered) delivery charges will not be applicable on 3 MT. or more weight consignment, but will be applicable on any one of the other smaller weight
- The door delivery charges for each consignment booked on "Door Delivery against (3)

PLACE	PART LOAD	LCV	
NAINI	Rs.	Rs.	FTL
Other Cities	Rs.		Rs.
		Rs.	Rs.

In case of door delivery consignment weighing more than 3.00 MT. Each consignment, not delivered by the transporter, door delivery charges, shall be recovered

The collection & delivery would mean only the placement of the truck at the point of collection or delivery. Loading & Unloading will not be done by Agent/Transporter.

A-12.(a) Time required for placement of Truck /Trailor

Truck 24 Hrs. Trailor 48 Hrs.

Failing to place Truck / Trailor within quoted period as above will attract penalty at the rate quoted for detention charges.

(b)

DETENTION CHARGES FOR	FREE TIME	DETENTION CHARGES
(A) Truck	24 Hrs.	Rs.
(B) Trailor	48 Hrs.	Rs.
(c) Torus Load Truck	24 Hrs.	Rs.

The documentary evidence for detention will have to be obtained by thetransporter / Agent from supplier / clearing agent / consignee / Company stores Deptt. As the case may be and the same will have to be submitted along with the bills.

A-13.(a) MINIMUM CHARGES FOR SMALL CONSIGNMENT:-

The minimum charges for small consignment – Rs per consignment in respect of rate & volume or distance and HSD price. This will be applicable when the actual freight of consignment, comes lower than the minimum rate Rs. - However LDP clause will be applicable for delay in deliveries.

B-1 NOTE (INSTRUCTION):-

- Rate & Transit time accepted shall apply to stations mentioned under para A1 & other (i) stations situated within 50 KM from such stations. In case where more stations are exiting within 50 KM range, rate & transit time for actual booking stations shall be applicable.
- The rate & transit time shall be applicable for actual booking station only & shall not be (ii) governed by the destination mentioned in our Purchase order / Sale order.
- In case any booking station is not covered in schedule A, of Annexure 'C' or within (iii) 50 LM range of scheduled stations the rate & transit time shall be applicable for the district station of such station. In absence of district station also, rate & transit time of
- Transit time shall be counted after the date of booking of material / actual hand over of (iv) material / clearance / hand over of required document like road permit etc. which ever
- For incoming and outgoing or out to out consignments, in case contractual delivery (v) falls on weekly off day / holiday. The next working day shall be allowed for delivery without imposing L.D.P.
- In case of advance booking consignment where effective date of dispatch differs from (vi) booking date a proof / certificate from consignor / BPCL branch officer is required to be obtained & attached along with freight bills.
- Transit time accepted shall be excluding the day of Loading & Unloading of the **B.2** consignment, accordingly late delivery penalty shall be imposed.
- Fright for part load consignment shall not exceed the fright for FTL/LCV. **B.3**
- In no case fright payable shall exceed the amount of freight charges indicated on GRs. **B.4**
- The transporter will depute his representative to visit store every day. For issuing GRs. **B.5**
- Transporter will provide statement of incoming consignment on day -to -day basis to **B.6** Manager (stores)
- All the incoming consignment to Naini are covered by BPCL under general open **B.7** insurance policy and transporter shall not refuse booking of any consignment even if its value is high & weight / volume of consignment is small. All booking station must be informed by transporter that incase of refusal of any booking, very strict view shall be taken by BPCL and for doubt they should book consignment on the basis of " to be billed at Naini" without refusing the booking.
- No godown charges, statistical charges, sales tax, service charges and no Miscellaneous **B.8** charge by whatever name may be described shall be paid by BPC. However service tax shall be payable extra by BPCL as applicable.

LODING AND UNLOADING:-**B.9**

- Loading & Unloading at BPCL. Naini. (a) By BPCL.
- Loading & Unloading at Transporter's godown. By Transporter (b)
- Loading & Unloading at other place. (c) By Supplier/Consignor/Consignee.

FREIGHT FOR CONSIGNMENT "TO BE BILLED AT NAINI:-B.10

It may be noted clearly that only freight for consignment booked on "To be billed" at Naini, shall be payable at BPCL Naini Allied charges such as Octroi, Detention etc. if any, be collected from consignee.

- In case of outgoing consignment booked as delivery against C.C. & delivery is delayed, LDP shall be applicable after two working days of handover of consignee copy to the
- The date of handover of consignee copy to transporter is clear. (i)
- The date of receipt of material by consignee is clear &/or (ii)
- There is a complaint from the consignee for late delivery, otherwise LDP shall not be (iii)
- All the rates quoted should be same & applicable for both Naini as well as Allahabad **B.12**

Yours faithfully

For Bharat Pumps & Compressor Ltd (SUBODH MATHUR) SR. MANAGER (STORES)