



# एचपीसीएल बायोफ्यूल्स लिमिटेड

( हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड के पूर्ण स्वामित्व वाली सहायक कंपनी )

## HPCL BIOFUELS LIMITED

(A wholly owned subsidiary company of Hindustan Petroleum Corporation Ltd.)

पंजीकृत कार्यालय : हाउस नं०- 271, रोड नं०- 3E, पोस्ट बॉक्स नं०-126 (पटना जी.पी.ओ.) न्यू पटलिपुत्रा कॉलोनी, पटना-800 013, बिहार  
Regd. Office :- House No.- 271, Road No.- 3E, Post Box No.- 126 (Patna GPO), New Patliputra Colony, Patna - 800 013, Bihar  
दूरभाष/Telephone - 0512-2260185, 2260069

### TENDER ENQUIRY

(This is only a Price Enquiry not a Purchase Order)

(Name & Address of the bidder/tenderer)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Tender No: HBL/TEN/PUB/11-12/171

Tender Date: **20/12/2011**

Direct Queries To: Manoj Kr. Singh

Designation: Manager – Marketing

Department: Marketing

Telephone No: **+919431017379**

**PR No.: HBL/PATNA/MKTG/11-12/001**

**Title : TRANSPORTATION OF BULK ETHANOL FROM HBL PLANT SUGAULI AND LAURIYA LOCATIONS / PLANTS INSIDE AND OUTSIDE STATES.**

**Tender to be received on or before 04/01/2012 by 1530 Hrs at the address mentioned below.**

Tenders are to be dropped in the designated tender box at the address mentioned below. In situation where the tenders are big which cannot be dropped in the box or where the specific tender boxes are not available, tenders are to be submitted with the concerned purchasing authority at the following address.

**HPCL Biofuels Limited.  
Building No-271,Road No -3E  
New Pataliputra Colony,  
Patna – 800013,  
Bihar.**

**Tender received after due date and time due to whatever reasons will be rejected.**

1. For any grievance related issue, queries to be sent to COO -Operations of HPCL Biofuels Limited (HBL) at above address.
2. All unit rates in **Indian Rupees**

**Please quote your most competitive rate/s in the Schedule of Rates (PRICED BID FORMAT) :  
Form (enclosed ) only.**

**DETAILS OF ITEMS/SERVICES IS MENTIONED IN THE “UNPRICED BID” ENCLOSED.**

**Deliver To: HPCL Biofuels Ltd, Sugauli, Nr. Sugauli Rly Stn. Sugauli, Dist-East Chmaparan, Bihar – 845456 and HPCL Biofuels Limited, Vill-Lauriya, Lauriya-Bagaha Highway, Dist-West Champaran Bihar – 845453 in the following format.**

**SPECIMEN OF PRICED BID : NOT TO BE QUOTED HERE**

SL No	Item Description	QTY	Unit	Transportation Rate(Rs.) to be written both in figures and in words in Rs/KL/KM
1	Transportation of indegenious denatured anhydrous ethanol produced at HBL Sugauli & Lauriya to Patna and Barauni with average 370 RTKM	2619	KL	XXXXXXXXXXXXXXXXXXXXX NOT TO BE QUOTED HERE
2	Transportation of indegenious denatured anhydrous ethanol produced at HBL Sugauli & Lauriya to Dhanbad / Namkum/Ranchi/Tatanagar in the state of Jharkhand with average 850 RTKM	3496	KL	XXXXXXXXXXXXXXXXXXXXX NOT TO BE QUOTED HERE
3	Transportation of indegenious denatured anhydrous ethanol produced at HBL Sugauli & Lauriya to Baitalpur/ Gonda/ Lucknow/ Amousi/ Mugalsarai/ Mathura in State of UP with average 1000 RTKM	4000	KL	XXXXXXXXXXXXXXXXXXXXX NOT TO BE QUOTED HERE
4	Transportation of indegenious denatured anhydrous ethanol produced at HBL Sugauli & Lauriya to Haldia/Hasimpur/New Jalpaiguri Malda/Rajbandh/Siliguri/Rangapani/Mourigram/BudgeBudge in Paschim bengal with average 1000 RTKM	7405	KL	XXXXXXXXXXXXXXXXXXXXX NOT TO BE QUOTED HERE
5	Transportation of indegenious denatured anhydrous ethanol produced at HBL Sugauli & Lauriya to Berhampur/ Jatni/ Cuttack/ Paradeep/ Rourkela/Sambalpur/ Somnathpur / Semliguda in Orissa with average 1500 RTKM	4904	KL	XXXXXXXXXXXXXXXXXXXXX NOT TO BE QUOTED HERE
6	Transportation of indegenious denatured anhydrous ethanol produced at HBL Sugauli & Lauriya to MandirHasaud/ Bhilai /Bilaspur /Bishrampur in Chattisgarh with average 1600 RTKM	5621	KL	XXXXXXXXXXXXXXXXXXXXX NOT TO BE QUOTED HERE
7	Transportation of indegenious denatured anhydrous ethanol produced at HBL Sugauli & Lauriya to Bitoni/ Gwalior/ Indore/ Manglia/ Itarsi/Nishatpura/ Ratlam/ Sagar in MP with average 1800 RTKM	12051	KL	XXXXXXXXXXXXXXXXXXXXX NOT TO BE QUOTED HERE
	<b>Total Nos of trucks offered: _____ nos for this tender.</b>			
	<b>Total Nos of trucks owned by the transporter : _____ nos.</b>			

**PLEASE NOTE: RATES OF TRANSPORTATION SHOULD BE QUOTED INCLUSIVE OF ENTRY TAX, LEVIES , TOLL TAXES OCTROI , ROYALTIES ETC IN THE PRICED BID ONLY.**

Total Quoted Value (In Figures)\*\*: XXXX only.

Total Quoted Value (In words)\*\*: XXXX only.

\*\* Unless otherwise specifically mentioned in HBL Tender Enquiry.

1. When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
2. When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
3. When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.
4. **INSTRUCTIONS FOR SUBMISSION OF BIDS:**

**TENDERERS ARE REQUESTED TO SUBMIT THEIR RATES IN THE PRICED BID (SCHEDULE OF RATES) (ONLY). THE “PRICED BID” WILL BE ENCLOSED AND SEALED IN ENVELOPE DULY MENTIONING IN BODY OF ENVELOPE AS “PRICED BID”. NAME OF THE BIDDER AND TENDER NO. SHALL BE MENTIONED CLEARLY IN THE BODY OF THE ENVELOPE.**

**SIMILARLY UNPRICED BID SHALL BE ENCLOSED & SEALED IN THE SECOND ENVELOPE DULY MENTIONING AS “UNPRICED BID”. NAME OF THE BIDDER, AND TENDER NO. SHALL BE CLEARLY MENTIONED IN BODY OF ENVELOPE AND SEALED.**

**BOTH THE BIDS i.e “PRICED” & “UNPRICED” SHALL BE ENCLOSED & SEALED IN THIRD ENVELOPE. THE BODY OF THIRD ENVELOPE SHALL CONTAIN BIDDERS/SENDERS NAME AND ADDRESS, TENDER NUMBER AND THE SAME SHALL BE SENT TO THE ADDRESS OF HBL PATNA OFFICE AS GIVEN ABOVE.**

**Please note: Rates to be quoted in the “Priced bid” form only. Priced Bids received in open/unsealed condition or with rate quoted in any unprescribed form other than the “Price Bid” form (enclosed) or in the “Unpriced bid” shall be summarily rejected.**

**Please note that bids received without following the above instructions may be liable to get rejected and HBL will in no way be held responsible for non receipt and rejection of the bids.**

**PLEASE NOTE RATES OF TRANSPORTATION SHOULD BE QUOTED INCLUSIVE OF ENTRY TAX, LEVIES , TOLL TAXES OCTROI , ROYALTIES ETC. IN THE PRICED BID ONLY. IF ANY OTHER TAXES OVER AND ABOVE AS MENTIONED ABOVE SHALL BE NOTED IN THE FIELD BELOW:**

Details of taxes, duties, levies, etc. if to be paid extra to be filled in the space given below. The values specifically be mentioned below will only be considered for extra payments. The values to be filled below can be in percentage (%) of unit rate or an add- on amount per unit area. Vendor to specifically mention % of currency, after the value (eg. X% or X Rs/-), else the value having least impact to HBL on the unit rate will only be considered. **(PLEASE MENTION THE FIGURES IN PERCENTAGE ONLY)**

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Signature and Seal of the Bidder

Tender No. HBL/TEN/PUB/11-12/171 ( UNPRICED BID )

Page 3 of 61

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NSIC Unit (Y/N) : \_\_\_\_\_.

PSE Unit(Y/N) : \_\_\_\_\_.

SSI(Y/N) : \_\_\_\_\_.

**NOTES / TERMS / CONDITIONS:**

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**PLEASE NOTE:**

- ❖ **Please read the enclosed terms and condition carefully before quoting your rate and return it along with your tender duly signed and stamped on all pages and enclosures along with this tender.**
- ❖ Please mention the rate of taxes separately. HBL will take Cenvat credit, invoices and challan shall be compliant to the same.
- ❖ Your sealed quotation ( both priced & unpriced bids) should be submitted to this office on or **before 04/01/2012 at 1530 Hrs.** The tenders (unpriced bids) received shall be opened on the same day after 1630 Hrs. **Bidders and other interested bidders may witness the opening of the tender.**
- ❖ **PREBID MEETING IS SCHEDULED TO BE HELD ON 29/12/2011 AT 1000 HRS AT FOLLOWING ADDRESS AS BELOW:**

**HPCL BIOFUELS LIMITED,  
BUILDING NO. 271, ROAD NO. 3E,  
NEW PATLIPUTRA COLONY,  
PATNA-800013.  
Ph- 0612-2260185.**

**Enclosures :**

Price bid and Unpriced bid (Yes/~~No~~)  
Detailed item Description / specifications (Yes/~~No~~)  
Technical Terms and Conditions (Yes/~~No~~)  
Commercial Terms and Conditions (Yes/~~No~~)  
Special Terms and Conditions (Yes/~~No~~)  
General Terms and Conditions (Yes/~~No~~)  
Others: BQC/ITB . (Yes/~~No~~)

**Signature: S / D.  
Designation: COO-HBL  
HPCL Biofuels Limited.**

**TENDER FOR TRANSPORTATION OF**  
**BULK ETHANOL BY ROAD**  
**EX HBL PLANT SUGAULI AND LAURIYA ADDRESS OF WHICH IS**  
**GIVEN BELOW:**

**INTEGRATED SUGAR, ETHANOL & CO-GEN PLANT AT SUGAULI,**  
**VILLAGE SUGAULI, NEAR SUGAULI RAILWAY STATION, DIST- EAST**  
**CHAMPARAN, BIHAR – 845456.**

**&**

**INTEGRATED SUGAR, ETHANOL & CO-GEN PLANT AT LAURIYA,**  
**VILLAGE LAURIYA, LAURIYA-BAGAHA HIGHWAY, DIST- WEST**  
**CHAMPARAN, BIHAR – 845453.**

**HPCL BIOFUELS LIMITED (HBL)**, (a wholly owned subsidiary company of Hindustan Petroleum corporation limited Company), invites sealed tenders under Two-Bid system, from Tank Truck (TT) owners for award of contract for road transportation of bulk Ethanol for a period of **One years with effect from (w.e.f) January 2012 (the day of starting will be implemented by HBL).**

Tenderers are required to read the tender document carefully and submit the entire set of documents containing the tender document and all attachments duly signed. In case any page is found missing, it is deemed that the tenderer has reviewed and understood and submitted the entire set.

**Scope of work:**

Road transportation of Bulk Ethanol from HBL Plant Sugauli and Lauriya to locations within the State and outside the State.

THE SCOPE SHALL INCLUDE TRANSPORTATION OF ETHANOL BY TANK TRUCKS CONFIRMING TO THE EXPLOSIVES RULES FOR TRANSPORTATION OF ETHANOL PRODUCED AT HBL LAURIYA & SUGAULI UNDER WEST CHAMPARAN AND EAST CHAMPARAN DISTRICTS OF BIHAR TO VARIOUS DEPOTS/TERMINAL LOCATIONS OF HPCL OR INDUSTRY IN THE STATE OF BIHAR, UTTAR PRADESH, ORISSA, MADHYA PRADESH, CHATTISGARH, JHARKHAND & WEST BENGAL.

THE TANK TRUCKS HAVE TO BE OF MIN 12 KL CAPACITY OR 18 KL CAPACITY OR 20 KL CAPACITY WITH A VALID LICENSE FOR ETHANOL TRANSPORTATION AS PER THE REQUIRED STANDARDS OF EXPLOSIVES AND HPCL/OIL INDUSTRY STANDARDS AND MEET THE REQUIRED NORMS FOR TRANSPORTATION OF CLASS "A" GRADE PETROLEUM PRODUCT AS POE EXPLOSIVES/PESO RULES.

THE TANK TRUCKS (T/T) SHOULD HAVE THE PROVISION FOR SEALING IN THE DELIVERY VALVES AS WELL AS ON THE TOP DOME COVERS. THE SEALS WILL BE PROVIDED BY HBL/EXCISE DEPT.

THE T/T SHOULD HAVE VALVES ATTACHED TO EACH COMPARTMENTS AND HAVE PROVISIONS FOR SEALING ALSO. THE TRANSPORTERS HAVE TO OFFER TRUCK WHICH ARE IN ROADWORTHY CONDITIONS

THE RESPONSIBILITY OF SUPPLYING THE PRODUCT AS PER LOADED SPECIFICATION AND LOADED QUANTITY SHALL BE RESPONSIBLE OF THE TRANSPORTER. ANY SHORTAGE /REFUSAL TO ACCEPT PRODUCT BY THE CONSIGNEE/CUSTOMER IN THE EVENT OF FAILURE TO TRANSPORT ETHANOL AS PER LOADED QUANTITY AND SPECIFICATION UPTO THE ACCEPTABLE LIMITS AS PER INDUSTRY NORMS SHALL LEAD TO IMPOSITION OF PENALTY ON THE TRANSPORTER.. THE PENALTY FOR THE ABOVE SHALL BE DEDUCTED FROM THE TRANSPORTER'S ACCOUNT @ (OF MOTOR SPIRIT PRICING PREVALENT AT PATNA MUNICIPAL LIMITS AT THE TIME OF DEDUCTION) MULTIPLIED BY THE SHORTAGE OF QUANTITY AND QUANTITY EQUIVALENT TO THE OFF SEPCS QUANTITY WHICH WILL BE PAID TO HBL AND IN ADDITION TO THIS THE TRANSPORTER ALSO HAS TO PAY THE APPLICABLE PENALTY FROM HIS ACCOUNT TO EXCISE DEPT. THE PENALTY SO IMPOSED ON TRANSPORTER SHALL BE FINAL AND BINDING ON THE TRANSPORTER. THE TRANSPORTER SHALL HAVE VALID EXPLOSIVE LICENCE TO SUPPLY DENATURED /NATURED ANHYDROUS ETHANOL CONFIRMING TO IS 15464:2004 AND OTHER PERMISSIONS FROM ROAD TRANSPORT/EXCISE /SALES TAX AUTHORITIES .

THE CREW OF THE T/T SHOULD BE FULLY CONVERSANT WITH HAZARDOUS CHEMICAL HANDLING RULES AND SHOULD BE IN POSSESSION OF CERTIFICATE ISSUED UNDER MV ACT. THE HOSES OF THE TT SHOULD BE OF NITRILE RUBBER HOSE OR ANY MATERIAL SUITABLE FOR CARRING ETHANOL OR GRADE A PETROLEUM PRODUCT. THE TRANSPORTERS HAVE TO OBTAIN THE NECESSARY PERMISSIONS RELATING TO TANK TRUCKS FOR TRANSPORTATION OF THE ETHANOL TO VARIOUS LOCATIONS. THE ANHYDROUS ETHANOL SHALL BE LOADED AT THE SUGAR MILLS BY FLOW METERS AND ALSO SHALL BE CHECKED BY THEM WITH CALIBRATED CHARTS OF THE METEOROLOGICAL DEPARTMENT.

THE T/T WILL BE FILLED AT THE PLANTS AND CHECKED AT THE CUSTOMER'S LOCATION AT NORMAL OR NATURAL TEMPERATURES. THE ETHANOL SHALL BE ACCEPTED AFTER CHECKING /TESTING AT THE CUSTOMER'S LOCATION AND ACCEPTANCE OF THE PRODUCT WILL BE ONLY IF SPECIFICATIIONS MEETING THE NORMS.IN CASE OF ANY DISPUTE BETWEEN THE TRANSPORTES AND THE CUSTOMER/OIL COMPNAY, THE MUTUAL DECISION OF HBL ALONGHWITH THE CUSTOMER /OIL COMPANY WILL PREVAIL OVER THE TRANSPORTER .

THE ACCOUNTING OF ETHANOL LOADED AND RECEIVED WILL BE AT NORMAL TEMERATURE.IS:2302:1989 ON ETHANOL CONCENTRATION & AS PER APPENDIX J OF IS 2302-1989 & IS 15464:2004 ON SPECIFIC GRAVITY /DENSITY CONVERSION TABLE FOR ETHANOL MAY BE FOLLOWED.THE BILL OF THE TRANSPORTES FOR TRANSPORTING ETHANOL TO BE PAID BY HBL ON RECEIPT OF THE CLEAN AND COMPLETE INVOICE /CHALLAN FROM THE CONSIGNEE WITHOUT ANY SHORTAGE/PRODUCT ADULTRATION. THE SHORTAGE HAS TO BE BORNE BY THE TRANSPORTERS AND WILL BE DEBITED TO HIM AT THE RATE OF MOTOR SPIRIT(MS) RATE APPLICABLE AT THE TIME OF DEDUCTION MULTIPLIED BY THE SHORTAGE/EQV OFF SPEC QUANITY. THE MS RATE SHALL BE TAKEN BASIS THE RATE PREVALENT AT PATNA ( WITHIN MUNICIPAL LIMITS). IN ADDTION TO THIS THE TRANSPORTER HAS TO PAY PENALTYTO EXCISE DEPRTMENT AS PER EXCISE NORMS FROM HIS ACCOUNT. THE TRANSPORTER SHALL ABSOLVE HBL FROM ANY LEGALAITIES FROM EXCISE FOR PENALTY PURPOSE. THE TRANSPORTER HAS TO TRANSPORT THE PRODUCT IN TANK TRUCK WHICH WILL BE LOCKED UNDER SECURITY SEALS WITH NOTINGS OF THE SEAL NOS IN THE INVOICE AT THE TIME OF DESPATCH FROM THE PLANTS.

TESTING AND MEASUREMENTS AT THE CUSTOMER'S PREMISES:

THE CUSTOMER WILL TAKE DIP THE MEASUREMENTS OF EACH COMPARTMENTS AND NOTE THE SHORTAGE ON THE CHALLANS/INVOICE COMPARTMENTWISE.THE MEASUREMENTS HAS TO BE BY THE DIP ROD CALIBRATED BY WEIGHTS AND MEASURE S FOR THAT VEHICLE AND THE DIP AND PROOF READINGS IS TO BE MATCHED AS PER THE DIP CHART OF THE VEHICLE AS CALIBRATED BY LEGAL METEROLOGY DEPARTMENT.THE SHORTAGES HAS TO BE BOOKED BY THIS PROCESS. COMPARTMENT WISE SHORTAGES IN CMS AND LITRES AFTER CONVERSION HAS TO BE NOTED ON ALL COPIES OF INVOICES DULY ACKNOWLEDGED BY THE DRIVER OR AUTHORISED PERSON OF THE TRANSPORTER. IN CASE OF ANY DISPUTE DEDUCTION/PENALTY WILL BE IMPOSED ON THE TRANSPORTER AS MENTIONED ABOVE.

### Timelines for the tender :

Sr.No.	Particulars	Date	Time
<u>1</u>	<u>Last Date &amp; Time for Submission of Tender.</u>	<u>04.01.2012</u>	<u>1530</u>
<u>2</u>	<u>Opening Date &amp; Time for the Tender (unpriced bid)</u>	<u>04.01.2012</u>	<u>After 1630 HRS</u>

- v) **Tender Documents:** The tender document is to be downloaded from the website [www.hpclbiofuels.com](http://www.hpclbiofuels.com). Cost of tender is Rs 2000/- (Rupees two thousand only) and shall be paid at the time of submission of tender document. Amount shall be paid in the form of Demand draft drawn on any Scheduled Bank (other than co-operative bank) in favour of HPCL Biofuels Limited. payable at Patna of any scheduled bank ( other then co-operative banks). Tenders received without demand draft of tender cost shall be rejected.

**DD shall be attached along with the documents in the cover containing Unpriced bid.**

**vi. Earnest Money Deposit (EMD) :**

- a. EMD to be paid as per following :-

Amount per tank truck	
TT in physical possession	TT offered against affidavit
Rs 10000/- (Rupees Ten Thousand only) per truck.	Rs 50000/- (Rupees Fifty Thousand only) per truck.

- b. EMD shall be paid in the form of demand draft drawn in favour of HPCL Biofuels Limited drawn on any scheduled Bank (other than co-operative bank) payable at Patna.
- c. **Transporters who wish to offer higher capacity TTs which are not in their possession as on the date of advertising can also participate by paying applicable EMD alongwith affidavit in the prescribed format that they will have physical possession of the vehicle within 30 days from the issue of LOI. Proof of booking the chasis is required to be submitted along with the affidavit.**

**vii. Submission of Tender:**

- a) Tenderer should offer separate tank trucks for each tender i.e if the tenderer proposes to apply for more than one location, separate set of tank trucks shall be offered at each location. Same tank trucks offered for more than one location will be **rejected for all the locations quoted.**
- b) Tenders duly completed and sealed ( both priced and unpriced bid) are to be put in the Tender Box provided by 04/01/2012 Hrs on or before 1530 hrs at the following address :-

**HPCL Biofuels Limited.  
Building No-271,Road No -3E  
New Pataliputra Colony,  
Patna – 800013,  
Bihar.**

**No tender document shall be accepted after closing time and date.**

- ix. Opening of tender: **The ‘Technical Bids’ of the tender will be opened in the presence of the attending tenderers after 1630 Hrs. on 04/01/2012 at the address given below:**

**HPCL Biofuels Limited.  
Building No-271,Road No -3E  
New Pataliputra Colony,  
Patna – 800013,  
Bihar.**

- x. Tenders will be rejected in the event of the bidders not complying with any of the following tender conditions:
- Non payment of cost of tenders
  - Non payment of EMD / Insufficient EMD
  - No. of tank trucks offered is not in line with tender criteria
  - Age of the TTs offered not meeting tender criteria

- e. Tender documents not submitted in stipulated format (Priced and un-priced bids to be put in separate sealed envelopes. Both these envelopes shall be put in a separate envelopes and submitted as instructed above)
- f. Tenders without the required documents
- g. Tenders not meeting the tender terms & conditions or incomplete in any respect or with any additions/ deletions or modifications are liable to be summarily rejected without any further communication to the tenderers and decision of HPC in this regard will be final and binding

In case it is observed that, all the tenderers or a group of tenderers have quoted in cartel, HBL reserves the right to reject some or all the bids of the tenderers who have quoted in cartel.

**xi. Pre-Bid Meeting :**

Tenderers are invited to attend a meeting scheduled at **HPCL Biofuels Limited office at building No. 271, Road No. 3E, New Patliputra Colony, Patna -800013** at 1000 hrs on **29/12/2011** when salient features of the Tender will be informed and clarifications required by the tenderers will be answered.

After scrutiny of the 'Technical bids', the eligible tenderers will be notified regarding date, time and venue for opening of the 'Price bids'. The tenders will remain valid for 180 days from the closing date unless extended by mutual consent in writing.

HPC reserve the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the tenderers, or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever, or to accept some or all of the Tank Trucks offered.

**TENDER FOR TRANSPORTATION OF BULK ETHANOL BY ROAD EX SUGAULI PLANT AND LAURIYA PLANT**

**TENDER TERMS & CONDITIONS**

**A. GENERAL:**

1. Relatives (as per list enclosed) of officer/s responsible for award and execution of this contract in the Company are not permitted to quote against this tender. The tenderer shall be obliged to report the name/s of person/s who are relatives of any officers of the Company or any officer in the State or Central Government, and who are working with the tenderer in their employment or are subsequently employed by them. Any violation of this condition even if detected subsequent to the award of contract, would amount to breach of contract on tenderer's part entitling the Company to all rights and remedies available thereof including termination of contract.
2. **All rates quoted should be both in words and figures. In case of any difference between the two, the rates quoted in words shall be considered as final and authentic.**
3. **Rates offered would be valid and binding on the tenderer for 180 days from the date of opening of tender unless extended by mutual consent in writing. During the validity period, tenderer will not be allowed either to withdraw or revise his offer on his own. Breach of this provision will entail forfeiture of the Earnest Money Deposit. Once the tender is accepted and work awarded, the rates will be valid for the entire contractual period.**
4. **The Company reserve the right, at their sole discretion, and without assigning any reason whatsoever, to:**
  - a) **Negotiate with any or all tenderers,**
  - b) **Divide the work among contractor(s),**
  - c) **Reject any or all tenders either in full or in part,**
  - d) **Assign the offered and accepted Tank Trucks to any location, and**
  - e) **Engage additional contractors / Tank Trucks at any time without giving any notice whatsoever to the contractor/s already appointed against this Tender.**
5. For Tank Trucks under operation with any other Company, a "No Objection Certificate" is to be obtained from the concerned Company for placing the same fully in the service of HBL against this tender. (This activity will be carried out at the time of signing the transport contract). Tenderer should offer separate tank trucks for each tender. Same tank trucks offered for more than one location will be rejected at all locations offered.
6. The tenderer should study all the operations/ local conditions at the loading/ unloading point/s and route/s. Tenderers would be presumed to have acquainted themselves with the working conditions existing at the locations, before submission of the tender.
7. Tenderer should deposit the sealed tender well before the closing time and date in the tender Box earmarked for this purpose at the office mentioned in the tender notice. No tender document shall be entertained after due date and time of submission of tender. HBL will not be responsible for the delay under any circumstances whatsoever if the tender is not submitted before the closing date and time and in the correct tender box.
8. Tenders not meeting the tender terms & conditions or incomplete in any respect or with any additions/ deletions or modifications are liable to be summarily rejected without any further communication to the tenderers and decision of HBL in this respect will be final and binding

9. (a) HBL reserves the right to give preference to award transport contract to their consumers for transporting their own load requirements subject to their acceptance of rates offered by the Company.
- (b) In the case of Multiple rates, the Corporation reserves its right to give loads to tenderers accepting lowest rate and also the preference of loads as far as possible will be given to these TTs. In other words, the tenderer accepting the lowest rate may get better %age of business.
- (c) TTs running on any fuel other than High Speed Diesel (HSD), are not acceptable.
- (d) Tenderer may offer higher capacity TTs of 18 KL and above, even if they do not own/posses the said tank truck at the time of opening of tender. Tenderers intending to offer tank trucks can do so if they can take possession of the Tank Trucks by the time of contracts execution. In such cases, they need to book the chassis and submit an affidavit in the prescribed format that they will have physical possession of the vehicle within 30 days from the issue of LOI. Proof of booking the chasis is required to be submitted along with the affidavit.

Tank trucks offered against affidavit shall be physically positioned at the location within 30 days from the issue of LOI / Work Order.

In the event the bidder fails to take physical possession of the tank trucks, EMD submitted in respect of the tank trucks so offered shall be forfeited.

Chassis shall be booked through authorized sales representatives / show rooms of the original equipment manufacturers (Tata / Ashok Leyland / Eicher etc). Proof of booking shall be attached along with the tender.

- 10(a) **The transporters have to offer a minimum of 5 (FIVE) tank trucks, with ownership of at least 2 (TWO) tank trucks, in their name i.e. Firm or Partner or Proprietor. Additional Tank Trucks offered may be owned or attached.**

**Total of 15 nos of tank trucks per HBL plant shall be required which is indicative. The nos of T/Ts can increase and decrease based on HBL's business requirement. The nos of transporter/s finalized for this contract for each HBL plant shall be 3 in nos but the same can increase or decrease based on HBL's Business requirement. HBL will have the sole decretion to decide the nos of transporters for plants and nos of trucks to be placed per plant.**

In case, the transporter is offering higher capacity Tank Trucks and they do not own / posses the minimum no. of Tank Trucks required as mentioned above i.e 2(TWO) tank trucks by transporters at the time of opening of tender, they can do so if they can take possession of the Tank Trucks by the time of contract execution. In such cases, they need to submit an affidavit in prescribed format that they will have physical possession & ownership of the vehicle at the time of contract execution.

**Note: Applicable EMD in respect of tank trucks offered against affidavit by transporters shall be Rs 50000/- per tank truck.**

For award of contract, preference will be given to the Tank Trucks owned by the tenderer.

**Note: Tank trucks of capacity 18 KL and above only can be offered against affidavit. In respect of tank trucks of less than 18 KL capacity, only the tank trucks which are in physical possession shall be accepted.**

(b) In case of attached Tank Trucks offered by the tenderer, owners of such Tank Trucks should execute affidavit attaching the Tank Truck with the tenderer for the entire period up to last date of proposed Agreement period. Format of Affidavit is enclosed with tender form. HPC will not deal with the owners of the attached Tank Trucks. For any claim, losses, damages, etc for the attached Tank Truck, the liability will solely rest with the tenderer.

11. Age of vehicle offered should not exceed more than 7 years old as on date of commencement of contract. Replacement of T/T may be considered, provided

- a) The newly offered T/T is of a later model than the existing T/T.
- b) The capacity of the new offered TT is higher than the capacity of the TT to be replaced. However, replacement of the existing TT, as above, shall be subject to the business requirement of the Location/HBL.

In case the tenderer has not quoted in the tender for higher capacity tank trucks, applicable rates at the location for higher capacity or the rates quoted by the tenderer in less than 18 KL capacity, whichever is lower shall be paid for such tank trucks inducted against replacement.

12. Tenderer should submit all the details and enclosures as has been asked for in the tender form. In case any of the information is not applicable to the tenderer, "Not applicable" may be written against such item. Not submitting any information/ enclosure sought for may be a ground for rejecting the tender.

13. Tenderer may witness the opening of tender on the appointed date and time by deputing authorized representative.

**i. sampling procedure :**

Sampling and testing of purity of ethanol for comparison before accepting at the customer's premises.

The procedure to be followed for ensuring the purity of the product is as below:

**At the supply location:**

The supply or loading location will keep the following equipment for testing of anhydrous ethanol content as per the laid out industry procedure in vogue:

1 Hydrometers/Alcoholmeters (IS: 3608 Part 2:1987)

2 Thermometers.

3 Glass Cylinders

4 100ml graduated glass cylinders (A class) with stopper.

The supply location will provide test certificate for the ethanol being loaded in the tank truck as per ISI specifications: IS: 321: 1964 & IS: 2302:1962 giving analysis of colour visual, specific gravity at 15.6 degree cent., ethanol content, miscibility with water, alkalinity, acidity, residue on evaporation, aldehyde content, copper, water present.

A copy of the above mentioned test certificate as per the ISI specification: IS: 321: 1964 & IS: 2302:1962 giving analysis of colour visual, specific gravity at 15.6 degree cent., ethanol content, miscibility with water, alkalinity, acidity, residue on evaporation, aldehyde content, copper, water present, above will be kept at the loading location in records with the signature of the driver/transporters representative.

The same certificate has to be given to the consignee for comparing the properties of the tank truck with the original loaded product.

**At the DELIVERY LOCATIONS:**

The consignee is to also to maintain the similar set of equipments as stated above for the supply location along with the BIS 2302 table for anhydrous ethanol specific gravity conversion and test the tank truck as per the laid down procedure of oil industry.

In case of any dispute about the quality of the ethanol in the TT received by the customer, the product will be tested for comparison with the mother sample as per the procedure of the industry in presence of HBL officer, transporter and consignee and may be compared with the mother sample of the particular tank truck kept at the loading point. In case if the quality dispute is not solved then the decision of the consignee will be final and binding on the transporter.

**ii. Delivery Valves :**

Each of the compartments is provided with a set of delivery valves. In both empty and loaded condition the valves are tightened to the maximum and the stem wheel is locked with seals.

iii. As per the Gazette Notification dtd. 16.09.2005, all the N2 (Gross Vehicle weight between 3.5 T to 12 T) and N3 (Gross Vehicle weight more than 12 T) category vehicles other than tractor-trailer combination manufactured on and after the 1st day of October 2006, meant for carrying hazardous goods and liquid petroleum products shall be fitted with Anti –locking Braking System conforming to IS: 11852 : 2003 (part 9).

However, HBL requires that all the vehicles offered by the tenderers for transportation of Ethanol are fitted with the Anti-lock Braking system (ABS) conforming to IS :11852 : 2003 (part 9) irrespective of the year of manufacturer.

In case any transporter does not comply with any of the above requirements, action shall be taken against the transporter as per terms of the tender and Transport Discipline Guidelines. HBL reserves the right to get the jobs carried out through an external agency at the risk and cost of the transporter and all costs incurred in carrying out the jobs shall be recovered from the transporter. All administrative charges incurred by HBL for carrying out the job also shall be recovered.

In addition to the above, HBL also reserves the right to recover penal charges towards non compliance and the amount decided by the Corporation shall be binding on the transporters. Each time the transporter defaults, amount shall be recovered separately.

**iv. Total Body Inspection:** The tank truck is of cylindrical shape. TT calibration has a bearing on the shape of the vehicle. Total body of the tank truck would be checked to find out any abnormalities, bumps or dents distorting the overall shape of the tank truck.

## **v. Dome Cover and manhole**

Each of the compartments has been provided with 4 nos. of fittings / nozzles viz. Fill Pipe, Dip hatch, Emergency Valve and Pressure Valve at the top. All the 4 nozzles are encased with a Dome cover. Regular Checks includes the following.

- The Dome covers to be checked for loose welding, gap between the TT top and the dome edge and any hole in the body of the dome.
  - The locking arrangement and latch of the Dome Cover to be checked for loose welding and to ensure that the locking system is in place.
  - There is no additional fittings in the top Dome Cover.
  - The manhole cover to be opened to check for any concealed compartment.
  - Dip rod datum reference height to be checked for any tampering.
  - Dip pipe contains perforations through out its length which needs to be checked and confirmed.
  - The Dip pipe opens to the compartment. During checking open ending of the Dip pipe to be ensured.
  - The Dip pipe top mouth is welded to the pipe. It is to be checked that the top mouth is properly welded and not threaded.
  - Whether vent openings are covered with two layers of wire-mesh of size not less than 11 meshes per centimeter.
  - Check whether manhole is flushed with the top of the tank shell and all fittings on the manhole base plate are projected above the shell only to the minimum extent necessary.
  - Fill pipe shall be of mild steel of size 100 mm nominal bore and flange mounted to the manhole base plate. Internally, the pipe shall be extended till almost bottom of the compartment leaving a clearance of 25 mm. Fill pipe shall not be slotted. However it should have an opening which should be above the maximum level of the tank contents in order to provide a pressure balance (maximum 4 holes permitted).
  - Whether inner end of the fill pipe is provided with a splash deflector arrangement (45 deg angular cut).
- vi. Additional Modifications to the TT fittings and /or any of the above requirements:  
HBL may from time to time bring in modifications to the various requirements mentioned above which may, accordingly, require changes to be made in the tank truck(s). These have to be implemented without any cost to the corporation.

## **viii. Vehicle and crew check**

- i. Whether the vehicle is in possession of two fire extinguishers which are in operating condition.
- ii. Whether the fire extinguisher provided in T/T is having all desired details i.e. Tank truck registration number, date of servicing along with the due date. The tank truck registration number should be painted on the body of the fire extinguisher.
- iii. Whether the crew is trained for hazardous nature of petroleum products, emergency procedures, emergency communication etc.
- iv. Whether the Exhaust is wholly in front of tank truck and has ample clearance from Fuel Oil system and combustible material.
- v. Whether approved quality spark arrestors have been provided on the engine exhaust and Muffler /Silencer is not cut off from the exhaust. Spark arrestor should be firmly attached to the exhaust pipe by a proper bolting system.
- vi. Whether fuel tank is positioned so that leaking or spilled fuel can directly drain to the ground without impinging on the engine or exhaust system. Also, check whether it is located on the side opposite to the tank lorry discharge faucets.
- vii. Whether the fuel tank is protected by stout steel guards and has provision for locking.
- viii. Whether the Vehicle Design conforms to the Petroleum rules 2002 and has been approved by CCOE.
- ix. Whether the vehicle is in good condition and the RTO has issued a fitness certificate.

- x. Check whether RLW is less than registered weight of the vehicle as approved by transport authorities.
  - xi. Whether the gross and tare weight painted on the vehicle tally with the permit.
  - xii. Whether the Tank Truck is conspicuously marked on each side and rear, in bold letters at least 7 cm high and on a background of sharp contrasting colour (the word "flammable" and name of product).
  - xiii. Whether maximum net carrying capacity is less than 97% of gross carrying capacity.
  - xiv. Whether the vehicle has First Aid Box, Tool Box and Emergency Lighting.
  - xv. Distance between two partitions and any adjacent tank end shall not exceed 2500 mm.
  - xvi. Whether driver is carrying valid driving license, calibration certificate and explosives certificates in the vehicle.
  - xvii. Whether the Driver has a copy of the standing instruction.
  - xviii. Whether the health checks of T/T crew have been carried out periodically as desired, at least once in six months. Whether eye sight of the driver is good.
  - xix. Whether the engine is positioned so that it is protected from any spillage or leakage of flammable product.
  - xx. Whether fusible link which will permit automatic closing of the emergency valves in the event of fire is provided as per specification.
  - xxi. Check the condition of the fire extinguisher for effectiveness and record whether it is in good working condition.
  - xxii. Whether the vehicle has a cut off master switch for electrical system and is in easily accessible position.
  - xxiii. Whether all electrical circuits including battery terminals have protective insulation along with fuses.
14. It shall be mandatory to get the T/T crew trained for safe driving practices to be observed while carrying hazardous goods. The subject programmes will be organized by HBL at the Plants and applicable charges shall be borne by the concerned transporter.
15. **SAMPLING FOR RETAINING SAMPLES IN BOTTLES IS NOT REQUIRED FOR ETHANOL AS IT IS CERTIFIED AND SEALED BY EXCISE AS WELL AS BY HBL. HOWEVER IN CASE OF ANY DISPUTE REGARDING THE QUALITY OF ETHANOL BEING SUPPLIED IS BEYOND THE ACCEPTABLE LIMITS THEN COMPARISON SHALL BE MADE WITH THE RECORD OF SAMPLES TESTED AT CONSIGNEE'S END WITH THE DAILY PRODUCTION TEST CERTIFICATES AT HBL'S PLANT FOR THE LOADING DAY AND APPROPRIATE ACTION ON THE TRANSPORTERS SHALL BE TAKEN UPON MUTUAL CONSENT FROM CONSIGNEE'S AND HBL'S END. THE ACTION SO IMPOSED SHALL BE BINDING ON THE TRANSPORTER.**

**B. Evaluation of the tenders:**

1. This Public Tender is floated in two bid system i.e. technical bid & price bid. First technical bid will be opened on scheduled date and will be evaluated. Price bids of only the technically qualified tenderers, based on technical evaluation, will be opened on the notified date.
2. Tender may be split on multiple parties purely based in HBL's requirement.
3. **Ranking of the tenderers i.e. L-1, L-2, L-3, etc will be decided on minimum financial outgo to HBL by considering the rates quoted.**
4. Tenderers will be listed in ascending order as per their ranking. The list will include all the technically qualified tenderers in the ranking based on the rates quoted by them along with the number of Tank Trucks offered. Tenderer with minimum out go to the company will be ranked at L1. The tenderer with next lowest outgo will be considered as L2. Accordingly, all the qualified tenderers will be ranked in the ascending order depending on the financial outgo. Tenderer or group of tenderers offering tank trucks upto the projected requirement will be considered as set of L1 tenderers.

5. i) HBL reserves the right at its sole discretion to reject tenders in which unworkable / unviable rates are quoted in any one or all the sectors. Such tenders will be treated as disqualified and will be rejected. The decision of HBL in this regard will be final and binding.

(ii) Tenderer quoting rate for such capacity of tank truck which has not been offered in the tender will not be considered for evaluation.

(iii) Tenderer shall invariably quote rates for the category based on tank truck capacity for the tank trucks being offered by them. In the event of any tenderer offered tank truck(s) in a particular category and rates are not quoted in the price bid for the corresponding category, tender will not be evaluated under this category.

**NOTE: In case the tenderer does not quote rate for all the items, such offer shall be treated as null and void and will be summarily rejected.**

6. In case, rates offered by L-1 tenderers are acceptable to HBL, Tank Trucks offered by the L-1 tenderers will be allocated up to the requirement.

7. In case, rates offered by L-1 tenderers are on higher side, negotiations/ counter offer exercise will be carried out with such tenderers. Tank Trucks offered by these tenderers will be allocated at the revised rates accepted by them during negotiations counter offers.

8. In case, Tank Trucks offered by L-1 tenderers is not meeting full requirement then negotiations/ counter offer exercise will be continued with the other tenderers in order of their ranking till full requirement of Tank Trucks is met.

9. In case, at a particular ranking, Tank Trucks offered are more than the requirement, then the Tank Trucks in that particular ranking will be further & shall be further ranked based on the following order of priority and allocation shall be made only till the full requirement of Tank Trucks is met. Tenderers beyond the ranking where the projected requirement is met shall not be considered.

10. In case it is observed that all the tenderers or a group of tenderers have quoted in cartel, HBL reserves the right to reject some or all the bids of the tenderers who have quoted in cartel, without assigning any other reasons for the same.

**Earnest Money Deposit (EMD):**

1. **Tenders not accompanied by EMD of Rs. 10,000/- for each Tank Truck offered and Rs 50,000/- for each TT offered against Affidavit, shall be rejected. EMD should be paid by Demand Draft drawn on any Scheduled Bank (other than co-operative bank) in favour of HPCL Biofuels Limited payable at Patna.**

2. **A cash receipt will be issued for the EMD. The tenderer shall carefully retain the Cash Receipt and shall submit at the time of refund.**

3. **Cheques or request for adjustment against any previously deposited EMD/ pending dues/ bills/**

security deposits for other contracts etc. will not be accepted as EMD, and any tender with such stipulation will be treated as without EMD and shall be rejected.

4. Interest is not payable on EMD.
5. EMD is liable to be forfeited, if the tenderer modifies/ withdraws the offer and / or refuses to accept the LOI/ Work Order after acceptance of HBL's offer within the prescribed validity of the tender, or if the tenderer does not furnish the required security deposit, or if the tenderer is unable to position any or all offered Tank Truck/s within the stipulated time after the award of contract.
6. EMD of unsuccessful tenderers whose Technical Bids are not accepted would be refunded on surrender of the original cash receipt issued by the Company. Other tenderers EMD would be refunded only after finalization of the tender. While claiming refund, the original Cash Receipt issued by HBL must be surrendered. In case, the cash Receipt is lost / misplaced, an Indemnity Bond in specified proforma supplied by HPC is to be submitted on non-judicial stamp paper of appropriate value (at tenderer's cost), duly notarized.

Negotiations:

1. HBL reserves the right to negotiate with any or all the tenderers.
2. Tenderers may be required to visit HBL plant/office for negotiations/ verification of documents, entirely at the cost of tenderers.
3. Only the proprietor of the firm or the legally authorized representative of the firm may personally attend such negotiations, as commitments made and/ or clarifications given during the negotiations will be binding on the tenderer/s. He/ She should carry the necessary authorization to attend such negotiations and to hand over an authenticated copy of the same to Hbl's representative/s participating in negotiations.
4. Originals of the documents submitted as copies along with the tender documents, as well as documentation to substantiate statements made in the tender document are to be produced for verification by HBL during negotiations or at any other time at the discretion of HPC.
5. Tenderers would be intimated by Regd Post / Telegram / UCP / on the date and time fixed for negoatiations. All the bidders to whom intimations are sent shall participate in the negotiation process. In the event of L-1 bidder not attending the negotiations, despite advance intimation, HPC will proceed with the negotiation process with other tenderers in the set of L1 tenderers. The original L-1 tenderer would be placed at the revised ranking based on the negotiated rates arrived after negotiations with other tenderers. However, ranking as per the original quoted rates shall be maintained in line with the prevailing purchase procedures for meeting any additional requirement of tanktrucks.
6. Revised offers submitted by the tenderers based on negotiations / counter offers shall not be more than the rates already offered earlier in the original offer or during the previous negotiations. In case the tenderer submits a revised offer which is higher than the rates quoted earlier, such tender will be disqualified and shall not be processed for further evaluation.

**Security Deposit (SD):**

1. Successful tenderers will be required to furnish SD within 15 days of issuance of LOI/ Work Order at the following rates:

The security deposit will be Rs. 1,00,000/- per Tank Truck subject to maximum of Rs. 5,00,000/-.

SD shall be paid either in the form of Demand Draft or Bank Guarantee. The DD shall be drawn on any

Scheduled Bank (other than co-operative bank) in favour of HPCL Biofules Limited, Payable at Patna. Bank Guarantee shall be strictly in specified proforma, valid for six months beyond the maximum possible tenure of the contract.

2. Adjustment of EMD towards SD is not permissible. Cash receipts for SD paid by DD will be issued by the Oil Company.
3. Interest is not payable on SD.
4. Any loss/ claim and/ or damage arising out of the performance of the contract would be adjustable against the SD. Any loss/ claims/ damages higher than SD will be recovered from payments due to the contractor under this contract or deposits made by or payments due to the contractor under any other contract with the Oil Company.
5. Security deposit would be refunded after expiry of six months of completion of the contract on written request from the contractor and with surrender of the original cash receipt, subject to satisfactory performance. In the event of loss / misplacement of the cash receipt of the SD, the refund would be made only after the contractor furnishes an Indemnity Bond in the prescribed proforma, on non-judicial stamp paper of appropriate value (at contractor's cost), duly notarized.
6. Separate SDs are to be submitted for each location.
7. Successful tenderer will be entrusted with transportation work only after signing of Agreement and payment of Security Deposit amount.

#### **Contract period:**

The contract is awarded for a period of 1 year w.e.f. January **2012 ( day will be intimated by HBL)**. The Corporation shall endeavour to finalise contract for the next tenure before the expiry of the existing Contract Period. However if the new contract is not finalized before the expiry of the existing contract, Corporation reserves the right to extend the existing contract beyond the period of three years, and upto maximum three months on adhoc basis and continue utilizing the tank trucks for making supplies. During the period of adhoc operation, transportation rates, terms and conditions as per the contract agreement shall be applicable

#### **Execution of Agreement:**

**Successful tender/s will be required, before undertaking the contract, to execute the Agreement, within 15 days of the date of issue of the LOI/work-order and should physically place the TT at the location within 30 days from the issue of LOI / Work Order. In case of failure, HBL will have the right to reject the induction of such TTs.**

- a. Tank trucks offered in the tender document, including the tank trucks offered against affidavit shall be placed at the loading location with in 30 days of signing the agreement. Partial quantity shall not be permitted.
- b. Tank trucks placed for induction shall meet with all the terms and conditions stipulated in the tender document. Any modifications required to be carried for complying with the tender conditions shall be carried out prior to placing the tank trucks.
- c. Tank trucks completed in all respects shall be placed for induction. Incomplete tank trucks will not be inducted and shall be rejected. Not fulfilling any of the tender conditions shall be deemed as noncompliance of tender requirements and appropriated action as per terms of tender shall be taken.
- d. All the tank trucks offered shall be inspected through Third Party Inspecting agency and the certificate issued by the agency shall be produced at the time of placing the tank truck for inspection.

**Specimen Transport Agreement is enclosed along with the tender document. Tenderers are advised to carefully go through the terms and conditions of the contract agreement before submitting their tender. Signed copy of the specimen agreement also shall be submitted along with the tender, duly signed by the tenderer on all pages over the official seal, as token of acceptance of the terms and conditions thereof.**

**When the person signing the tender is not the authorized signatory, necessary power of Attorney authorizing the signatory to act on behalf of the proprietor/ firm should be produced before signing the agreement, and an authenticated copy of the power of Attorney should be submitted for the record of Oil Company.**

**Failure to execute the agreement and/ or furnish required Security Deposit within 15 days time and/ or physical placement of TTs at the location within 30 days time may render the tenderer liable for forfeiture of Earnest Money Deposit and termination of contract without prejudice to the rights of the Oil Company to recover the damages under Law.**

**All terms & conditions stipulated in the Notice Inviting Tender, Guidelines for Tenderers, Tender Terms & Conditions, Declarations, Agreement and other documents furnished with the Tender and related correspondence shall form part of the contract.**

**Miscellaneous:**

1. Tank Trucks provided for transportation of bulk ethanol should preferably be covered by National Permit/ Zonal Permit at Contractor(s) cost. The contractor's shall have to provide specified number of Tank Trucks for operation within the state where the loading/ unloading locations are situated and within the same state and sections where axle load restrictions are imposed, they shall supply T/T's meeting axle load restrictions.
2. HBL reserve the right to reject the tender of any or all the tenderers without assigning any reason whatsoever at its absolute discretion. The Company reserves the rights to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.
3. HBL reserves the right to accept all or some of the Tank Trucks offered by the successful tenderers, without assigning any reason whatsoever. The decision of the Company shall be final and binding.
4. HBL will have the right to assign the Tank Trucks offered in the tender to any contract for HBL in any other Region/ Zone/ Location, on any route, temporarily or permanently, and the decision of HBL will be final and binding on the successful tenderers/ contractors.
5. The Tank Trucks offered should comply at all times with valid permits, rules and regulations of Statutory/ Government authorities. Inspection of tank trucks shall be carried out as per the periodicity and valid certificate issued by the third party inspecting agency shall be available.
6. Wherever the word T/T or Tank Truck or TTs has been mentioned, the same applies to Ethanol Tank Trucks.
7. No unsolicited correspondence/ queries will be entertained while the award of the transport contract is under review/ consideration. HBL regret their inability to answer individual queries.

8. If any of the information submitted by the tenderer is found to be incorrect at any time including the contract period, HBL reserves the right to reject the tender/ terminate the transportation contract and reserves all rights and remedies available.
9. Each page of the tender document including notice inviting tender enclosed along with the tender document must be signed by the legally authorized representative of the tenderer, with the official seal, for having fully read and understood the terms and conditions of this tender.
10. The terms "HBL", "The Corporation", "Corporation" and " Company" in the appropriate context means HPCL Biofuels Limited, a wholly owned subsidiary company of Hindustan Petroleum Corporation with registered office at Buliding No. 271, Road No. 3E, New Patliputra colony, Patna-800013.

**Duplication of Clause:**

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

Signed in acceptance of the aforesaid tender conditions.

Date:

Signature \_\_\_\_\_

Name of Person signing \_\_\_\_\_

Tenderer's Name  
and address with seal \_\_\_\_\_

## GUIDELINES FOR TENDERERS

### 1. General:

- 1.1 This tender is being invited for road transportation of bulk Ethanol from Bulk Ethanol Storage & handling locations at HBL Plants at Sugauli and Lauriya in districts of East and West Champaran of Bihar. The tender document is to be downloaded from our website [www.hpclbiofuels.com](http://www.hpclbiofuels.com). Cost of tender is Rs 2000/- (Rupees two thousand only) and shall be paid at the time of submission of tender document. Amount shall be paid in the form of Demand draft drawn on any Scheduled Bank (other than co-operative bank) in favour of HPCL Biofuels Limited payable at **Patna**. Tenders received without demand draft shall be rejected. DD shall be attached along with other documents in Unpriced bid. One set duly filled is to be submitted. Each page of the tender document is to be signed by the legally authorized representative of the tenderer, with the official seal.
- 1.2 If additional sheets are required, photocopies may be used and pasted accordingly. The number of such extra pages used should be indicated in the Covering letter
- 1.3 All entries are to be made in ink. No over-writing / whitening / erasing out is permitted. All corrections are to be made by scoring out incorrect entries, and such corrections are to be signed by the legally authorized representative of the tenderer, with the official seal. Tenders deficient in this respect are liable to be rejected.
- 1.4 For any further clarification, concerned officials at **HBL as referred in 1<sup>st</sup> page of the tender** may be contacted.
- 1.5 Copies of Registration Certificate, Certificate of Fitness, Licence, etc, enclosed along with Tender Form, shall be attested by a Gazetted Officer.
- 1.6 This tender is in 2 bid system, comprising of Technical Bid and Price Bid.

### 2. Technical Bid:

- 2.1 Covering letters listing all enclosures.
- 2.2 Particulars of tenderer (Attachment-1).
- 2.3 Particulars of Tank Truck/s (TT/s) offered (Attachment-2).
- 2.4 Affidavit/s from the Owners of the attached (hired) TTs / Proposed purchase of TTs (Annexure to Attachment-2).
- 2.5 Details of the relationship with Directors of HBL and Declarations 'I', 'II' and 'III' (Attachment-3).
- 2.6 Attested copies of caste certificate (wherever applicable) (Attachment-4).
- 2.7 Enclose EMD Demand Draft, which should be drawn on a scheduled Bank (other than co-operative bank) payable at the location of the office receiving the Demand Draft. If it is found that EMD paid through DD is not acceptable due to technical or any other reason, the tender will be rejected.
- 2.8 Attested copy (acknowledged copy) of the latest Income Tax Return Filed.
- 2.9 Attested copies of Trading Licence or Company Registration Certificate.
- 2.10 Attested copies of Partnership Deed or Certificate of Incorporation.
- 2.11 Attested copies of valid Registration Certificate, Certificate of Fitness, CCOE Licence, Insurance Policy and Calibration Certificate for each of the TTs offered.
- 2.12 Bulk Petroleum Products Road Transport Agreement (Attachment-5).
- 2.13 Bank Guarantee for Security Deposit (Attachment-6).
- 2.14 Power of Attorney (Attachment-7).
- 2.15 Undertaking for the TTs offered (Attachment-8).
- 2.16 Integrity pact ( Attachment 9)
- 2.17 Enclose Demand Draft towards Tender Fee, which should be drawn on a scheduled Bank (other than co-operative bank) payable at the location of the office receiving the Demand Draft.
- 2.18 Bank Mandate for E-payment

All the documents of the Technical bid are to be submitted in the envelope after pasting page no. XX duly filled in on the top. The envelope is to be closed and sealed by gum/ adhesive.

### 3. Price Bid:

All the documents of the price bid/ rate schedule are to be submitted in the envelope. The envelope is to be closed and sealed by gum/ adhesive and the envelope should clearly specify the tenderer's name, tender no and "Priced bid" in the body of the priced bid envelope.

#### INSTRUCTION TO BIDDER/TENDERERS

The tenderers shall tick the following in the unprice bid.

#### ENVELOPE (TECHNICAL BID):

- |     |   |   |     |
|-----|---|---|-----|
| 1.  | Covering letter listing all enclosures.   | - | Y/N |
| 2.  | Particulars of Tenderer (Attachment-1).   | - | Y/N |
|     | Participating as Transporter /  |   | Y/N |
|     | Distributor/Consumer  | - | Y/N |
| 3.  | Particulars of T/T's offered (Attachment-2).  | - | Y/N |
| 4.  | Affidavit/s from the Owners of the attached (hired) TTs / Proposed purchase of T/Ts (Annexure to Attachment-2). | - | Y/N |
| 5.  | Details of relationship with Directors of HPC & Declaration 'I' 'II' and 'III' (Attachment-3).                  | - | Y/N |
| 6.  | Caste certificate (wherever applicable) issued by Competent Authority as per format (Attachment-4).             | - | Y/N |
| 7.  | DD for EMD drawn on a scheduled Bank (other than co-operative Bank) payable at Mumbai.                          | - | Y/N |
| 8.  | Attested copy (acknowledged copy) of the latest Income Tax Return Filed   | - | Y/N |
| 9.  | Attested copies of Trading license or Company Registration Certificate.   | - | Y/N |
| 10. | Attested copies of Partnership Deed or Certificate of Incorporation.  | - | Y/N |
| 11. | Attested copies of valid Registration Certificate, Certificate of Fitness,                                      |   |     |

CCOE Licence, Insurance Policy and Calibration Certificate for each of the TTs offered. - Y/N

- 12. Bulk Ethanol Road Transport Agreement (Attachment-5). - Y/N
- 13. Bank Guarantee for Security Deposit (Attachment-6). - Y/N
- 14. Power of Attorney (Attachment-7). - Y/N
- 15. Undertaking for the TTs offered (Attachment-8). - Y/N
- 16. Integrity pact (Attachment 9) - Y/N
- 17. DD towards Tender Fee - Y/N
- 18. Bank mandate for e-payment (Attachment – 10) - Y/N
- 19. Checklist for tanktruck inspection (Attachment -11) - Y/N

**ENVELOPE (PRICE BID):**

Price Bid - Y/N

I am/ We are authorized to sign this tender as Proprietor or as per Power of Attorney issued by all other Partners/ Directors as per enclosure no. \_\_\_\_\_

Thanking you,

Yours Faithfully,

Date:

Signature\_\_\_\_\_

Name of Person signing\_\_\_\_\_

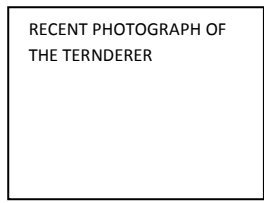
Tenderer's Name and address with seal\_\_\_\_\_

**PARTICULARS OF TENDERER**

<b>TENDER NO:</b>														
<b>1</b>	<b>Name of the firm of Tenderer:</b>	<b>M/s.</b>												
<b>2</b>	<b>Registered Office Address:</b>													
	<b>Address for Correspondence:</b>													
<b>3</b>	<b>Contact Details:</b>	Phone	Fax:											
		Email:	Mobile:											
<b>4</b>	<b>Status of the Tenderer:</b> (please tick one)	<input type="radio"/> Individual <input type="radio"/> Partnership <input type="radio"/> Co-operative Society	<input type="radio"/> Proprietor <input type="radio"/> Limited Company <input type="radio"/> Other (Pl. specify)											
<b>5</b>	<b>Registration NO:</b>	<b>Year of Establishment:</b>												
<b>6</b>	<b>Permanent Account No:</b> (PAN issued by Income Tax Dept.)	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>												
<b>7</b>	<b>Name and Address of Proprietor /Partners/ Directors:</b>													
	<b>S.No</b>	<b>Name</b>		<b>Address for Correspondence</b>										

8	<b>Name of authorized Signatory</b>			
Tender form down loaded from web site. (Attach DD for Rs.2000/)				
DD No.		Date	Rs.	Bank
9	Earnest Money Details (EMD):			
(a) Rs: 10000/- per TT ( for Tts in physical possession )  OR  (b) Rs 50000/- per TT ( for Tts offered against affidavit)		No of TTs Offered:	Amount of in Rs for each category  -----  TOTAL	
DD no.		Date	Rs.	Bank
10	Whether tenderer/ Proprietor/ any of the Partners/ Directors are related (as defined under Companies Act 1956) to any of Directors of Company to which tender is being submitted, if so, name of Director of HBL & nature of relationship.			
11	We confirm that neither tenderer nor any Tank Truck (TT) offered are blacklisted by any company.			
12	We confirm that neither tenderer nor any Tank Truck (TT) offered are involved in any litigation, which would render the performance of any obligation impossible in case, the contract is awarded to us.			
13	We confirm that rates offered by us shall remain valid for acceptance by you up to 180 days from the date of opening of this tender.			

Date



Signature \_\_\_\_\_

Name of Person signing \_\_\_\_\_

Tenderer's Name & Address with seal

\_\_\_\_\_

PARTICULARS OF TANK TRUCKS OFFERED FOR ETHANOL

a) For TTs of capacities 12 KL &amp; above and less than 18 KL

Sr. No.	RTO Registration No.	Make & Model	Engine No.	Chassis No.	Capacity In KL	Owned by Tenderer or Attached	Name of Owner

b) For TTs of capacities above 18 KL

Sr. No.	RTO Registration No.	Make & Model	Engine No.	Chassis No.	Capacity In KL	Owned by Tenderer or Attached	Name of Owner

- For Tank Trucks not owned by the tenderer, an affidavit from owner of the TT in the format enclosed with tender document is required to be enclosed in addition to documents required as per Technical bid.
- Age of Tank truck offered should not exceed 12 years as on the date of commencement of contract.

Date:

Signature\_\_\_\_\_

Name of Person signing\_\_\_\_\_

Tenderer's Name and address with seal\_\_\_\_\_

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

AFFIDAVIT

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

1 That I / We are the owners of Tank Trucks bearing the following particulars

Sl No	TT No.	Regn	Capacity of TT	Make & model	Engine no.	Chassis no.

2. That I / We have attached / shall keep attached the above mentioned Tank Truck with M/S \_\_ (Name of the tenderer)\_\_\_\_ till the validity of Petroleum Products Road Transport Contract awarded by \_\_\_\_ (Name of the Company)\_\_\_\_ in favour of M/S \_\_ (Name of the tender)\_\_\_\_.
  
3. That during above period, M/S \_\_ (Name of the tenderer)\_\_\_\_ alone shall have all the rights of operating the said Tank Truck and receiving consideration for such operation.

DEPONENT

VERIFICATION

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

DEPONENT

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

Notary Public

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

AFFIDAVIT

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

1. That I / we have booked for \_\_\_\_\_ Nos. of chassis as per the particulars given below.

SI No	TT capacity	Make & model	Supplier name	Booking order/ invoice reference

2. That I / we confirm, if the transport contract is awarded to me/us, the tank trucks offered as per above details shall be positioned before signing of the transport contract agreement.

DEPONENT

VERIFICATION

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

DEPONENT

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

Notary Public

Note: Proof of booking the chassis shall be attached in respect of tank trucks offered against affidavit. Tank trucks without proof of booking shall be summarily rejected.



4. State whether any of the partner of the tenderer is a Director of HBL:  
Yes/No
5. If 'Yes' to (4) state the name(s) of the HBL Director(s).
6. State whether any of the partner of the tenderer is related to any of the Director(s) of HBL:  
Yes/No
7. If 'Yes' to (6) state the name(s) of HBL Director(s) & the concerned partner's (of the tenderer) relationship with him/ her.

Strike off whichever is not applicable.

Date: \_\_\_\_\_ Signature \_\_\_\_\_  
 Name of Person signing \_\_\_\_\_  
 Tenderer's Name and address with seal \_\_\_\_\_

PART – C

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

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

Strike out whichever is not applicable.

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

Name of Person signing\_\_\_\_\_

Tenderer's Name and address with seal\_\_\_\_\_

DECLARATION 'I'

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

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

Name of Person signing\_\_\_\_\_

Tenderer's Name and address with seal\_\_\_\_\_

DECLARATION 'II'

We declare that we do not have any employee who is related to any officer of the Oil Company/ Central/ State Government.

OR

We have the following employees working with us who are relatives of the officers of the Oil Company/ Central /State Government.

Name of the Employee  
Of the Contractor

Name and Designation of  
the Officer of the Oil Company/ Central/ State  
Government and relation.

1. \_\_\_\_\_

2. \_\_\_\_\_

Strike off whichever is not applicable.

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

Name of Person signing\_\_\_\_\_

Tenderer's Name and address with seal\_\_\_\_\_

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### DECLARATION 'III'

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

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

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

Name of Person signing\_\_\_\_\_

Tenderer's Name and address with seal\_\_\_\_\_

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### LIST OF RELATIVES

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

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

- 1. **Father**
- 2. **Mother (including Step Mother)**
- 3. **Son (including Step Son)**
- 4. **Son's Wife**
- 5. **Daughter (including Step Daughter)**
- 6. **Father's Father**
- 7. **Father's Mother**
- 8. **Mother's Mother**
- 9. **Mother's Father**
- 10. **Son's Son**
- 11. **Son's Son's Wife**
- 12. **Son's Daughter**
- 13. **Son's Daughter's Husband**
- 14. **Daughter's Husband**
- 15. **Daughter's Son**
- 16. **Daughter's Son's Wife**
- 17. **Daughter's Daughter**
- 18. **Daughter's Daughter's Husband**

19. Brother (including Step Brother)

20. Brother's Wife

21. Sister (including Step Sister)

22. Sister's Husband

\*\*\*\*\*

(2.12) Attachment-5

BULK ETHANOL ROAD TRANSPORT AGREEMENT

THIS AGREEMENT made \_\_\_\_\_ day of \_\_\_\_\_ XXXX(year) between \_\_\_\_\_ a Company registered under Indian Companies Act, 1913/1956 having registered office at \_\_\_\_\_ hereinafter called 'THE COMPANY' (which expression unless repugnant to the context shall include its successors and assigns) of the ONE PART and M/S \_\_\_\_\_ a Proprietorship / Partnership Firm / Private Limited / Limited Company having registered office / place of business at \_\_\_\_\_ hereinafter called "THE CARRIER" or Carrier (which expression shall be deemed to include legal heirs and executors of the present constituents in case of firm or official liquidator in case of Company) of the OTHER PART.

WHEREAS the Company is engaged in ethanol Manufacturing and storing, distributing and selling of the product and for this purpose require Tank Trucks for Road transportation of bulk Ethanol from their various storage points to customers / other storage points.

WHEREAS the Carrier is engaged in the business of operating Tank Trucks and is interested in above transportation job of the Company.

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

1. The Carrier will provide the Company with \_\_\_\_\_ no. of Tank Trucks for transporting petroleum products as per LOI / Work Order issued by the Company. Carrier has certified that it is the owner and / or sufficiently entitled to operate these Tank Trucks throughout the Agreement period and these Tank Trucks are not under Agreement with any other party. Further, these Tank Trucks shall remain under exclusive use with the Company throughout the Contract period.
- 2 (a) Each of the Tank Truck would be attached to a particular loading location / storage point of the Company as per LOI / Work Order issued by the Company. The Tank Truck would be required to carry bulk ethanol from the particular loading location (Sugauli /lauriya) to Company's Customers or other storage points as would be instructed by the Company from time to time.
  - (b) In the event of change of loading location of the Company/ realignment of market, Tank Trucks attached to the old loading location would get automatically attached to the resited / changed loading location and the transportation rate applicable to the old loading location shall apply to the new loading location. All other terms and conditions of the new location shall be applicable.
  - (c) In the event of resitement / closure of a location company reserves the right to terminate all or any of the transport contracts
  - (d) In case of exigency, Company would be entitled to utilise any Tank Truck attached to a particular loading location for bringing the ethanol (bridging) from another loading location to the base loading location, where the Tank Truck is contracted. In such event, the rate as detailed in LOI / Work Order

issued to the Carrier at the base loading location shall be applicable. In case of any disputes arising out of such movements, the terms and conditions including Arbitration Clause of this Agreement would be applicable.

- (e) In case of exigency, Company would be entitled to utilise any Tank Truck attached to a particular loading location for movements of the Ethanol from another loading location to Company's Consumers / other receiving locations which are normally fed from that base loading location, where the Tank truck is contracted. In such event, the rate as detailed in LOI / Work Order issued to the Carrier at the base loading location shall be applicable. In case of any disputes arising out of such movements, the terms and conditions including Arbitration Clause of this Agreement would be applicable.
  - (f) In case the Company desires to change the basis of loading of Tank Truck i.e. volume to weight or vice versa, the transportation rates shall be altered considering the standard conversion factors applied by the Company.
  - (g) Company shall be free to engage one or more additional Carriers, either to run concurrently or separately, for transportation jobs from the same loading location.
3. Carrier will ensure that Tank Trucks listed in the LOI / Work Order are always:
- (a) Maintained in sound mechanical conditions and having all the fittings up to the standards laid down by the Company from time to time.
  - (b) Meeting requirement of the Company as regards safety and operational norms.
  - (c) Conform to the statutory regulations like Indian Petroleum Act, Petroleum Rules, Motor Vehicle Act etc. as applicable from time to time.
  - (d) Properly calibrated / stamped under the Weights & Measures Act. These shall be calibrated for single capacity up to maximum permitted under Motor Vehicles Act. Company would be entitled for insisting for calibration at Company's premises at the cost of Carrier.
  - (e) Have adequately trained Crew (driver and cleaner) for efficient operations. The driving licence of the drivers should be endorsed for transportation of hazardous goods. Transporter shall obtain Police verification in respect of the crew engaged by them.
  - (f) Have the Crew wearing uniforms, safety shoes, safety goggles and safety helmets. All costs incurred in procuring the uniform and other equipment shall be borne by the transporter. Design and the material specifications for the tank truck uniform as decided by the company shall be binding on the transporter.
  - (g) Be equipped with sufficient number of ISI mark hoses suitable for ethanol decanting and loading having suitable couplings at both ends, bonding/ earthing with heavy-duty crocodile clips and dip-rods duly certified by Weights & Measures Department.
  - (h) Covered by Insurance Policy.

The officials of the Company would be entitled to inspect at any time, the Tank Trucks and / or the documents of the Carrier / its crew is liable to carry under any statute / regulation or this Agreement. Further, Carrier shall submit to the Company certified true copies of calibration certificate and Explosive Licence and their renewals for every Tank Truck.

- 4 (a) The Tank Trucks listed in the LOI / Work Order will be made available to the Company at all times during the Agreement period at the loading location.
- (b) In case any of the Tank Trucks is not made available by the Carrier on any day, Company would be free to use the services of any other Tank Truck and recover the difference in transportation charges from the Carrier.
- (c) In the event of breakdown or major repair of any of the Tank Truck, Company at its sole discretion, may accept any other Tank Truck of the Carrier for the period of break-down / major repair. Further, in the event Carrier request for the replacement of Tank Truck/s, Company at its sole discretion may accept the same.
- (d) Age of Tank truck offered should not exceed 7 years as on the date of commencement of contract.
- (e) In case the transporter with draws any tank truck without informing the location in charge for a continuous period of 15 days, Corporation at its sole discretion may terminate the contract.
- (f) If the carrier(s) or their crew participate in a flash strike or incite other carriers to participate in flash strike resulting in disruption of the loading activities at the location, the tank trucks operating under the contract of such carrier(s) shall be suspended immediately without any notice and the contract is liable to be terminated.
- 5 (a) Carrier will be responsible for all taxes, levies and other costs of running the Tank Trucks / transportation business, which shall also include-
- i) Salary, wages and other benefits and claims of Crew of Tank Trucks and all members of Carrier's staff;
- ii) Carrier shall ensure opening of individual bank accounts in respect of all crew members and staff in any Schedule Bank (other than Co operative Bank) and deposit wages and all other amounts legitimately payable into their accounts.
- ii) Payment of road tax, insurance and any other fees like permit, route fee etc., levied by statutory authorities;
- iii) Cost of fuel, lubricants, tyres, repair etc;
- iv) Calibration fees and other fee payable to Weights & Measures Department;
- v) Compensation or any other benefit payable to Tank Truck Crew and it's other staff or third party under any statute or regulation both under regular working and arising from accident etc.;
- (b) Carrier shall keep Company indemnified in respect of above. In case, Company is made liable to pay any part of above cost, the same shall be recovered from the Carrier. The Company shall not be obliged to contest any claim made upon it for payment.
- (c) It is agreed that the Tank Trucks covered by this Agreement shall operate at the sole risk of the Carrier. In no case, Company would be held responsible for any loss or damage done to / by the Tank Truck while on the Company's work or parked in their premises or anywhere else.
- (d) Carrier shall make their own arrangement for parking of their vehicle overnight and / or during holidays.

- (e) The Carrier shall comply with all statutory provisions relating to his trade / business / profession including his own employees or employees engaged by the Carrier and Oil Company shall not be responsible for his omission or commission.
- 6(a) The Company will pay to the Carrier for the transportation work undertaken from the loading location and at the rates detailed in LOI / Work Order. This rate shall be valid for all roads and weather conditions and are calculated from loading location.
- (b) The above rates are subject to escalation / de-escalation as per formula given in Schedule- A & B.
- (i) Subject to compliance with TDS (as applicable) by the carrier, payments will be made on monthly basis by 15th of succeeding month.
- (ii) The payment shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in alternate mode also.
- (iii) The contractor shall provide accurate particulars of PAN number as required, to enable issuance of TDS (Tax deduction at source) certificate.
- (iv) Octroi charges levied on the product would be reimbursed by the Company against production of original receipts.
- (v) Entry / Transit / Bridge / Toll (Pathkar) taxes paid by the Carrier for their Tank Trucks while transporting petroleum products under this Contract would be reimbursed by the Company on round-trip basis subject to production of original receipts for payment. Company's decision whether any charge is reimbursable or not would be final and binding on the Carrier.
- (vi) Successful bidder will be made member of HPCL loyalty card (Drive Track Fleet card) and 25% of the total PCB payment due to the transporter will be paid through HPCL loyalty card (Drive Track Fleet card).
- (d) The transport charges payable under this Agreement are based on shortest route approved by the Company on the round trip basis (called RTKM). A list of current RTKMs applicable to storage points where subject Tank Trucks are based is available with concerned storage point. Company would, however, be entitled to revise these RTKMs from time to time, including retrospectively, which would be binding on the Carrier. Difference in transportation charges arising out of this revision will be recoverable / payable from the date of Agreement or effective date of such revision, whichever is later.
- (e) Company reserves the right to use the Tank Trucks on their return trip based on Company's own operational convenience / requirement for delivery of petroleum products. Payment in such case would be made only to the extent of any additional distance covered beyond the normal RTKM route for which the movement was undertaken.
- (f) The procedure for payment of transport bills and reimbursement of entry / transit / bridge / toll tax / octroi charges prevalent in the Company from time to time would be binding on the Carrier.
- (g) The Company has not guaranteed any minimum billings / mileage or loads for any period whatsoever. Hence, Company will not be responsible for their inability in offering any load on any day or during any particular period and no idle charges etc. would be payable.
- (h) The Company will endeavor to arrange unloading of the Tank Trucks within reasonable time. However, no detention charges etc. are payable if, for any reason, such unloading is delayed at the receiving location.
- 7(a) The Carrier shall deposit a sum of Rs. \_\_\_\_\_ as Security Deposit for due fulfillment of terms of this Agreement. This sum shall not bear any interest.

- (b) Company shall be entitled to adjust any sum due to it from the Security Deposit amount and / or any transport / other charges / dues pending for payment to the Carrier against any other contract. The decision of the Company will be final and binding on the Carrier.
- 8(a) The Carriers will be responsible for loading and discharging of the Tank Trucks. All the instructions of the Company with regard to the same would be binding on the Carrier.
- (b) Only the Crew of the Tank Truck and authorized representative of the Carrier shall be allowed entry inside the Company's loading / unloading locations.
- 9(a) The Carrier shall be responsible for quantity and quality of the products received by him for transportation. Acknowledgement by any member of Crew of the Tank Truck or by any other authorized person of the Carrier by way of signing on the Challan or any other Dispatch Document would be sufficient proof of acceptance of product quantity and quality by the Carrier.
- (b) The Carrier will comply with and give full cooperation to the Company rules and regulations of sampling and any guidelines provided by HBL from time to time.
- (c) If any shortage in quantity and / or variation in quality of product is found at any stage after Tank Truck leaves the Dispatch Storage Point up to Receiving location, the Carrier would be responsible for the same irrespective of reason and Company would be entitled to following -
- (i) In case of quantity shortage, recovery will be at the following rate:
- (c) The recovery will be the shortage quantity multiplied by the rate of Motor spirit ( MS) prevalent during the time of deduction. The rate of MS will be taken of Patna municipal limits). MS means PETROL.
- (ii) In case of variation in quality, Company at its' discretion may dispose off the contaminated product. All expenses / losses and cost/penalty of product in this connection as determined by the excise department and the company shall be recoverable from the transporter/Carrier. The recoverable rate for the off specs products shall be the rate of MS prevalent at Patna (WMC) at the time of disposal multiplied by the quantity disposed by HBL. The cost of disposal as aforementioned shall be deducted / recovered from the transporter's account. In addition to this the transporter shall pay penalty/fine to Excise dept.as decided by Excise department and the transporter shall absolve HBL from paying such penalty to Excise department.
- (a) Above would be in addition to and without prejudice to the Company's right of termination of this Agreement as per clause 15.
- (b) Carrier will allow representative of Company and the party, to whom the products are being sent, to travel with him.
10. Carrier will be responsible for ensuring that:
- (a) Rules and regulations of the Company in force are followed by him, his staff and Crew of Tank Truck.
- (b) All fittings in TT should be ISI marked. Each TT should carry at least 2 nos of ISI marked fire extinguishers. One extinguisher shall be kept in an easily accessible position away from the TT unloading facilities and one fire extinguisher in drivers cabin. Company may ask for additional fittings / equipments as per requirement.

- (c) Each TT should have double pole wiring system and should have security system arrangement as required by the company.
- (d) Any security system (for e.g.: locking system) decided by company to guard against malpractices will be unconditionally accepted by contractor. Cost of modification / modifications of fittings if any on TT will be borne by the Carrier. Carrier shall be responsible for safety / maintenance of such security systems.
- iv)) As per the Gazette Notification dtd. 16.09.2005, all the N2 (Gross Vehicle weight between 3.5 T to 12 T) and N3 (Gross Vehicle weight more than 12 T) category vehicles other than tractor-trailer combination manufactured on and after the 1st day of October 2006, meant for carrying hazardous goods and liquid petroleum gas shall be fitted with Anti-lock Braking System conforming to IS: 11852 : 2003 (part 9).

**(v) HBL reserves the right not to use the TT if any of the gadgets is found not functioning**

However, HBL requires that all the vehicles offered by the tenderers for transportation of Ethanol are fitted with the Anti-lock Braking system conforming to IS :11852 : 2003 (part 9) irrespective of the year of manufacturer.

The tenderers shall comply with the above requirement. In case any non compliance / violation is brought to the notice of the Corporation during processing of the tender or execution of the contract, disciplinary action as per the guidelines shall be taken against the tenderer, and may include termination of the contract.

**9. Vehicle and crew check**

- i. Whether the vehicle is in possession of two nos. 10 Kg DCP fire extinguishers which are in operating condition.
- ii. Whether the fire extinguisher provided in T/T is having all desired details i.e. Tank truck registration number, date of servicing along with the due date. The tank truck registration number should be painted on the bottom ring of the fire extinguisher.
- iii. Whether the crew is trained for hazardous nature of petroleum products, emergency procedures, emergency communication etc.
- iv. Whether the Exhaust is wholly in front of tank truck and has ample clearance from Fuel Oil system and combustible material.
- v. Whether approved quality spark arrestors have been provided on the engine exhaust and Muffler /Silencer is not cut off from the exhaust. Spark arrestor should be firmly attached to the exhaust pipe by a proper bolting system.
- vi. Whether fuel tank is positioned so that leaking or spilled fuel can directly drain to the ground without impinging on the engine or exhaust system. Also, check whether it is located on the side opposite to the tank lorry discharge faucets.
- vii. Whether the fuel tank is protected by stout steel guards and has provision for locking.
- viii. Whether the Vehicle Design conforms to the Petroleum rules 2002 and has been approved by CCOE.
- ix. Whether the vehicle is in good condition and the RTO has issued a fitness certificate.
- x. Check whether RLW is less than registered weight of the vehicle as approved by transport authorities.
- xi. Whether the gross and tare weight painted on the vehicle tally with the permit.
- xii. Whether the Tank Truck is conspicuously marked on each side and rear, in bold letters at least 7 cm high and on a background of sharp contrasting colour (the word "flammable" and name of product ) as per UN code.
- xiii. Whether maximum net carrying capacity is less than 97% of gross carrying capacity.

- xiv. Whether the vehicle has First Aid Box, Tool Box and Emergency Lighting.
  - xv. Distance between two partitions and any adjacent tank end shall not exceed 2500 mm.
  - xvi. Whether driver is carrying valid driving license, calibration certificate and explosives certificates in the vehicle.
  - xvii. Whether the Driver has a copy of the standing instruction and TREM card.
  - xviii. Whether the health checks of T/T crew have been carried out periodically as desired, at least once in six months. Whether eye sight of the driver is good.
  - xix. Whether the engine is positioned so that it is protected from any spillage or leakage of flammable product.
  - xx. Whether fusible link which will permit automatic closing of the emergency valves in the event of fire is provided as per specification. Fusible alloy should melt at 93 deg C. in the event of fire.
  - xxi. Operate the fire extinguisher for effectiveness and record whether it is in good working condition.
  - xxii. Whether the vehicle has a cut off master switch for electrical system and is in easily accessible position.
  - xxiii. Whether all electrical circuits including battery terminals have protective insulation along with fuses
11. Carrier shall submit details of TT crew, antecedents of the TT crew obtained from local Police & a copy of valid driving license of the driver to the base location and obtain entry pass from the location.
- It shall be mandatory to get the T/T crew trained for safe driving practice, while carrying hazardous goods from Terminal/ Depots. The subject programs will be organized by HBL at the Plants , and applicable charges shall be borne by the concern transporter.
13. In case any of the Tank Trucks meets with an accident while it is loaded with Company's product, the Carrier shall:
- i) Arrange conveying of information to dispatch storage points as also nearest police station;
  - ii) Guard the Tank Truck and product till arrival of rescue agencies;
  - iii) Arrange another fit Tank Truck to salvage the product from Accident Tank Truck;
  - iv) Bring such transshipped / salvaged product to Dispatch Storage Point or other location as directed by the Company at Carrier's cost.
  - v) Be responsible and liable for loss / claims as determined by the Company.
- 14 (a) Carrier shall be responsible for any damage or loss caused to the Company's product or property by negligence or default of it's Crew, authorized representative or Tank Truck. This will also include confiscation of Company's product delivered to the Carriers by any statutory authorities.
- 15 (a) The Carrier shall not be entitled to assign, subrogate, sublet or part with it's right, title and interest under this Agreement for any reason whatsoever, or change the ownership of / their right on the Tank Trucks.
- (b) The Carrier shall not cause or allow any change in the constitution of its firm without obtaining the previous written consent of the Company.
16. Neither party to this Agreement shall be liable for the non-performance of any of its obligations under this Agreement so far as such non-performance is occasioned by conditions of the force majeure. The Force Majeure means natural calamities like floods, earthquake and other acts of God and riots, etc.
- The affected party shall give the notice of occurrence of any such calamities within a period of 24 hours of occurrence of such calamities. The performance of the respective obligations of the parties under

this Agreement shall be resumed as soon such calamities, which have resulted in the non-performance cease to occur.

17. **This Agreement is valid for a period of one year w.e.f. \_\_\_\_\_ However, Company reserves the right to terminate this Agreement by giving two months advance notice without assigning any reasons and contractor is entitled claim any compensation from the Corporation.**

Notwithstanding anything to the contrary contained hereinabove, Company reserves the right to terminate this Agreement forthwith upon or at any time after happening of any of the following -

- (a) If the Carrier, its' proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.
- (b) If attachment in execution of a decree is passed against the Carrier, its proprietor or any of its' partners.
- (c) If road permits or statutory licenses / permissions granted to Carrier / it's Tank Trucks by transport or any statutory authorities is cancelled or revoked.
- (d) If any of the information submitted by the Carrier in the tender is found incorrect at any time.
- (e) Breach of any of the terms or conditions of this Agreement by the Carrier.
- (f) If the Carrier commits or suffers to be committed any act which in the opinion of the Company whose decision shall be final, is prejudicial to the good name / image of the Company or its' products or its services.
- (g) If the Carrier causes disruption in transportation of bulk Ethanol products. The decision of Company will be final and binding on the Carrier.
- (h) On the death or retirement of proprietor or any of the partners of the Carrier firm. However, in case, Company does not exercise this option, the Agreement shall continue as between the Company and surviving / continuing partners of the Carrier. The legal representatives of the deceased partner or the retiring partner himself shall be liable for all the obligation of the carrier incurred up to the date of death or retirement but shall not be entitled to claim from the company any portion of Security Deposit.

Company shall account for Security Deposit to the surviving or continuing partners. The death or retirement of any partners shall be notified by the Carriers to the Company in writing within 24 hours of such death or retirement.

**Corporation shall endeavour to finalize contracts for the next contracts before expiry of the existing transport contracts. However, if the new contracts could not be finalized before expiry of the existing contracts, Corporation reserves the right to extend the contracts beyond the period of three years upto maximum three months on adhoc basis and continue utilizing the tank trucks for making supplies. During the period of the adhoc operation, transportation rates, terms and conditions as per the contract agreement shall be applicable.**

- (i) The irregularities mentioned below shall be deemed to have the complicity of the carrier and the carrier will be blacklisted for the first offence itself as a penal action.
  - a. **Unauthorised Fabrication such as hidden chamber / facility to siphon product from the tank etc.**
  - b. **Duplication of any Seal pertaining to the security locking system.**

## 19. ARBITRATION

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, Transport Contract / Supply 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 or 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 and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

The appointing authority shall either himself act as Sole Arbitrator or nominate some officer or retired officer of Hindustan Petroleum Corporation Ltd /HBL. (referred to as owner or HPCL/HBL) or retired officer of Oil PSUs or retired Senior Central Govt. Officer to act as 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 officer of the owner as the Sole Arbitrator on the ground that the said officer is/was an officer and/or shareholder of the owner or that he/she has to deal or dealt with the matter to which the contract relates or that in the course of his/her duties as an officer of the owner, he/she has/had expressed views on all or any of the matters in dispute or difference.

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 reason whatsoever, the Appointing Authority aforesaid, shall nominate another officer or retired officer of the Owner or retired officer of Oil PSUs or retired Senior Central Govt. Officer to act as Arbitrator

Such Officer nominated as 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 an officer or retired officer of the Owner or retired officer of Oil PSUs or retired Senior Central Govt. Officer nominated by the Appointing Authority shall act as an Arbitrator.

The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.

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.

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.

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 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.** The Award of the Sole Arbitrator shall be final and binding on both the parties.

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.

The Contract shall be governed by and construed according to the laws in force in India. The Arbitration shall be held at \_\_\_\_\_ and conducted in English language.

The appointing Authority is the CEO of HPCL Biofuels Limited.

20. The parties hereby agree that the court in city of Patna alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of any thing arising under this Agreement.
21. This Agreement covers entire understanding between the parties. No alteration / variation of any of the terms of this Agreement shall be valid unless made with the consent of both the parties and evidenced in writing duly signed by authorized representatives of both the parties.
22. All notices and other communications to be given under this Agreement by either party to the other shall unless otherwise specifically agreed be given in writing by Registered Post or hand delivery against acknowledgement to the following addresses of the respective parties.

To COO (Operations)  
HPCL Biofuels Limited.  
REGD Office , Patna.

\_\_\_\_\_

To, Name of Carrier,  
Address,

\_\_\_\_\_

\_\_\_\_\_

Signed and witnessed at \_\_\_\_\_ on \_\_\_\_\_.

For COMPANY

WITNESS 1.  
2.

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

(Authorized Signatory)

For CARRIERS

WITNESS 1.  
2. M/s. \_\_\_\_\_

(PROP. /PARTNER/DIRECTORS)

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Signature and Seal of the Bidder

Page 46 of 61

**8.2.3 Period of blacklisting**

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

\*\*\*\*\*

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

BANK GUARANTEE

**BANK GUARANTEE FOR SECURITY DEPOSIT**

(On Non-Judicial stamp paper of appropriate value)

TO : HPCL Biofuels Limited

(Address as applicable)

IN CONSIDERATION OF MESSRS. HPCL BIOFULES LIMITED, a Wholly owned subsidiary Company of Hindustan Petroleum Corporation Limited and registered under the Companies Act, 1956, having its registered office at Building No. 271, Road No. 3E, New Patliputra Colony, Patna-13 (hereinafter called "The Corporation" (which expression shall include its successor in business and assigns) having placed an order on Messers..... a partnership firm/sole proprietor business/a company registered under the Companies Act,1956 having its office at ..... (hereinafter called "the Carrier(s)") (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) that "the carrier(s)" shall furnish a security for the performance of the carrier's" obligations and/or discharge of "the carrier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the carrier" to accept Bank Guarantee for the security deposit.

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 carrier" 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 carrier" 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 "Carrier" 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 Carrier" may be entitled to.

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 Carrier" 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 Carrier" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Carrier" 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 Carrier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Carrier" 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 Carrier" and "the Corporation" Bank Guarantee for security deposit is Valid upto a period of 3 (Three) months beyond the expiry of the defects liability period as per the terms of the Order No. \_\_\_\_\_ dated \_\_\_\_\_.

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 evoke 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 Carrier".

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 Carrier" 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 authorised

to sign on behalf of "the Bank")\*

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

GENERAL IRREVOCABLE POWER OF ATTORNEY

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

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

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

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

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

Signatures

Signed, Sealed and delivered by  
the within named partners/  
Directors of M/S \_\_\_\_\_

1) Shri \_\_\_\_\_  
2) Shri \_\_\_\_\_  
3) Shri \_\_\_\_\_

Before me.

Notary public  
(Notary's Stamp)

**UNDERTAKING**

**We declare as under:**

1. **That the Tank Trucks offered under contract to HBL has not been withdrawn from any other contract with any other PSU Company or any Zone/ Region/ Location of the HPC .(In case trucks are plying with other companies NOC from OMC to be obtained before inducting into contract)**
2. **That the Tank Trucks under reference are not attached with any other Party/ Contractor/ Distributor and have not been withdrawn without their prior consent.(Applicable from date of contract)**
3. **That the subject Tank Trucks are not involved in any litigation other than routine cases of road accident or any violation of Motor Vehicles Act.**
4. **That we have not been blacklisted so far by any of the PSU Company.**
5. **We further confirm that the details as furnished by us have been verified and found correct. We undertake to place the Tank Trucks at the disposal of HBL in case the contract is awarded in our favour. If any information is found to be incorrect, the contract if awarded to us shall be liable to be cancelled and we shall be liable to pay to the Company such damages/ losses/ claims as the Company may put to due to termination of the contract. We also undertake that should there be any action against Company resulting in damages of whatsoever nature to Company on account of award of contract in our favour on the basis of the misrepresentations, we shall keep the Company completely indemnified against all the claims/ losses/ damages/ litigations/ court action etc.**

— Date:

Signature \_\_\_\_\_

Name of Person signing \_\_\_\_\_

Tenderer's Name and address with seal \_\_\_\_\_

**Integrity Pact**

The Integrity Pact duly signed by the authorized official of HPCL/HBL and the Contractor, will form part of this contract / supply order.

Proforma of Integrity Pact (which is issued along with the bidding document ) shall be returned by the bidder along with technical bid, duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory. Bidder's failure to return the Integrity Pact along with the 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 Integrity Pact, HPCL/HBL shall be entitled to demand and recover from bidder Liquidated damages amount by forfeiting the EMD/Bid security (Bid Bond) as per provisions of Integrity Pact.

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

**AGREEMENT**

**No.**

**Dated**

**To,**

**HPCL BIOFUELS LIMITED**

**Sub : Purchase of Bidding Documents**

**Ref. : TENDER NO: HBL/TEN/PUB/11-12/171**

HBL 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 180 days AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

They confirm acceptance and compliance with the Integrity Pact in letter and spirit. They 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 HBL.

The consideration for this separate initial contract preceding the main contract is that HBL 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 180 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 HBL.

HBL 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, HBL 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

## Between

HPCL Biofuels Limited (HBL) 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**

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

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.

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.

The principal will exclude from the process all known prejudiced persons.

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**

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.

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.

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.

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.

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.

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

The Principal appoints competent and credible external independent Monitors for this Pact. Accordingly, the Principal (HPCL/HBL) has appointed the following Independent External Monitors (IEMs) for this pact:

Shri . \_\_\_\_\_

Shri \_\_\_\_\_

Shri \_\_\_\_\_

The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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.

The Contractor 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.

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.

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.

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.

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.

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.

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**

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.

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

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

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.

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For the Principal

For the Bidder/Contractor

Place.....

Witness 1: .....

Date.....

Witness 2: .....

Attachment 10

# SPECIMAN BANK MANDATE

## PARTY'S LETTER HEAD

TO HPCL Biofules Limited  
Address xxxxxxx

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 amount due to me / us under various contracts thry Electronic mode. I understand that Hindustan Petroleum Corporation Limited also reserves the right to send the payments due to me / us by a cheque / Demand Draft Banker's Cheque or Electronic mode.

### A. SUPPLIER / CONTRACTOR DETAILS :

1. Transporter Name
2. Transporter Code
3. Transporter Address
4. Controlling Office Name
5. PAN NO.
6. E-mail ID

### B PARTICULARS OF BANK ACCOUNT

1. Bank Name
2. Branch Name and Branch Code
3. Bank Address
4. 9 Digit MICR No. Of Bank and Branch as appearing in cheque
5. Account type
6. Account Number
7. IFSC Code of Branch (for RTGS)
8. IFSC Code of 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 HBL. If the transaction is delayed or not effected for reasons of incomplete or incorrect informtion or banking delays, I shall not hold HPCL Biofuels 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 capital ) of Transporter :  
Signature of the Authorised person :  
Official Rubber Stamp :  
Date :

Name of Bank Official :  
Signature of Authorised Bank Official:  
Official Rubber Stamp :  
Date

Note :

1. Bank details to be confirmed by the Banker. Such confirmation shall be duly signed and Stamped by the Banker.
2. Please enclose cancelled / photocopy of a cheque.

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

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

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

$$\frac{\text{-----}}{Q \times 4}$$

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

NOTE:

1. The retail-selling price of HSD as on the date of opening of the tender will be the base price.
2. The escalation/ de-escalation of transportation rates will be allowed every quarter i.e. on 1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July and 1<sup>st</sup> October.
3. Escalation/ de-escalation shall be applicable as per increase/ decrease in RSP (Retail Selling Price) of HSD, which will be the weighted average of RSPs of HSD during immediate previous three months, and the new transportation rates arrived at on the above dates shall be applicable for a period of subsequent three months.
4. Only the increase/ decrease in RSP of HSD at the State Capital cities (Within Municipal Limits) of the supply point concerned shall be considered and the escalation/ de-escalation factor shall apply for all the Locations coming under the respective State. In case of any dispute, the decision of the Oil Company shall be final and binding.

FORMULA FOR WORKING OUT ESCALATION/ DE-ESCALATION IN TRANSPORTATION RATES FOR LOCAL DELIVERIES WITHIN 39 KMs.

Increase/ decrease in transportation rate: In Rs. Per KL.

Increase/ decrease in transportation rate in Rs. Per KL, only for local deliveries, shall be increase/ decrease in transportation rate as per SCHEDULE - A, in Rs. Per KL Per KM X 39 KMs.