GOVERNMENT OF INDIA (BHARAT SARKAR)
MINISTRY OF RAILWAYS (RAIL MANTRALAYA)
(RAILWAY BOARD)

No. RS (POL)/58/0501/1/2019/00576 **New Delhi, dt.29.12.2021**

M/s. Bharat Petroleum Corporation ltd,
(I&C), Bharat Bhawan,
4 & 6 Currimbhoy Road,
Ballard Estate,
Mumbai 400001

Sub:	Rate-Contract for supply of Primary Oils – Light Diesel Oil (LDO), Superior Kerosene Oil (SKO) (Non-Domestic) & Furnace Oil (FO) for the period of two year from the date of issue of Rate Contract against advertised e-tender No.2021 PO TC opened on 06.07.2021.
Ref:	1. Your e-Bids (Post RA) against e-tender no. 2021POTC opened on 06.07.2021. 2. Railway Board's negotiation letter No. RS(POL)/58/0501/1/2019 Dated 17.12.2021. 3. Your revised offer submitted vide letter No. .I&C.Delhi.34.Con.Rly Tender dated 22.12.2021

I am directed to enclose 2 (two) copies of the above mentioned contract. You are requested to sign and return one copy of the contract in terms of Clause-21 thereof, duly witnessed by two persons, as required.

2. In case of any difference in version in English and Hindi, the version in English shall prevail.

(S.K.Verma)
Joint Director Railway Stores(M)
For & on behalf of the President of India

No.RS (POL)/58/0501/1/2019/00576 **New Delhi, dt. 29.12.2021**

Copy together with copy of the contract is forwarded to:

1. Director General, RDSO, Min. of Rlys., Manak Nagar, Lucknow - 2 Copies.
2. FS(III) Branch, Railway Board, New Delhi.
3. Hindi (Spl.II) Branch, for Hindi version.

4. **Paying Authority**:

PFAs

i. Central Railway, Mumbai, CST.
ii. Eastern Railway, Fairlie Place, Kolkata.
iii. Northern Railway, Baroda House, New Delhi.
iv. North Eastern Railway, Gorakhpur.
v. Northeast Frontier Railway, Maligaon, Guwahati.
vi. Southern Railway, Chennai.
vii. South Central Railway, Secunderabad.
viii. South Eastern Railway, Garden Reach, Kolkata.
ix. Western Railway, Churchgate, Mumbai.
x. East Central Railway, Hazipur.
xi. East Coast Railway, Bhubaneswar.
xii. North Central Railway, Allahabad.
xiii. North Western Railway, Jaipur.
xiv. South East Central Railway, Bilaspur.
xv. South Western Railway, Hubli.
xvi. West Central Railway, Jabalpur.
xvii. B.L.W., Varanasi.
xviii. C.L.W., Hindustan Bldg, 4, Chittaranjan Avenue, Kolkata.
xix. I.C.F., Perambur, Chennai.
xx. R.C.F., Offices Complex, Tilak Bridge, New Delhi.
xxi. R.W.F., 18, Yelahanka, Bangalore.
xxii. D. M.W., Patiala.

2. DAI(Rlys), Railway Audit-II, Room No.222, Rail Bhavan, New Delhi.
3. Director of Audit, Northern Railway, New Delhi.

Ashok Kumar Das
For Member (Finance)/Railway Board

LIST OF DIRECT DEMANDING OFFICERS OF RAILWAYS

1. **PCMM** :
   - i. Central Railway, Mumbai, CST.
   - ii. Eastern Railway, Fairlie Place, Kolkata.
   - iii. Northern Railway, Baroda House, New Delhi.
   - iv. North Eastern Railway, Gorakhpur.
   - v. Northeast Frontier Railway, Maligaon, Guwahati.
   - vi. Southern Railway, Chennai.
   - vii. South Central Railway, Secunderabad.
   - viii. South Eastern Railway, Garden Reach, Kolkata.
   - ix. Western Railway, Churchgate, Mumbai.
   - x. East Central Railway, Hazipur.
   - xi. East Coast Railway, Bhubaneswar.
   - xii. North Central Railway, Allahabad.
   - xiii. North Western Railway, Jaipur.
   - xiv. South East Central Railway, Bilaspur.
   - xv. South Western Railway, Hubli.
   - xvi. West Central Railway, Jabalpur.
   - xvii. B.L.W., Varanasi.
   - xviii. C.L.W., Hindustan Bldg, 4, Chittaranjan Avenue, Kolkata.
   - xix. I.C.F., Perambur, Chennai.
   - xx. R.C.F., Offices Complex, Tilak Bridge, New Delhi.
   - xxi. R.W.F., 18, Yelahanka, Bangalore.
   - xxii. D.M.W., Patiala.
   - xxiii. Controller of Stores(WP)/Patna, E.C. Railway

1. Indian Rly., Central Orgn. For Modernisation of Workshops (COFMOW), Rly. Office Complex, Tilak Bridge, New Delhi-2.
2. Director General, RDSO, Manak Nagar, Lucknow.
3. Director General, National Academy of Indian Railway, Vadodara, Gujrat-390004.
4. Addl. Director (Stds Promotion), Bureau of Indian Stds, Manak Bhawan, 9, Bahadurshah Zafar Marg, New Delhi – 110002.
5. FS(III) Branch, Railway Board, New Delhi

(S.K.Verma) 09/11/16
Joint Director Railway Stores(M)
For & on behalf of the President of India

GOVERNMENT OF INDIA (BHARAT SARKAR)
MINISTRY OF RAILWAYS (RAIL MANTRALAYA)
(RAILWAY BOARD)

No. RS (POL)/58/0501/1/2019/00576 **New Delhi, dt.29.12.2021**

M/s. Bharat Petroleum Corporation ltd,
(I&C), Bharat Bhawan,
4 & 6 Currimbhoy Road,
Ballard Estate,
Mumbai 400001

Sub:	Rate-Contract for supply of Primary Oils – Light Diesel Oil (LDO), Superior Kerosene Oil (SKO) (Non-Domestic) & Furnace Oil (FO) for the period of two year from the date of issue of Rate Contract against advertised e-tender No.2021 PO TC opened on 06.07.2021.
Ref:	1. Your e-Bids (Post RA) against e-tender no. 2021POTC opened on 06.07.2021. 2. Railway Board's negotiation letter No. RS(POL)/58/0501/1/2019 Dated 17.12.2021. 3.Your revised offer submitted vide letter No. I&C.Delhi.34.Con.Rly Tender dated 22.12.2021

I have to inform you that your above cited offer against e-tender No.2021 PO TC opened on 06.07.2021 for supply of primary oils, has been accepted to the extent of items, quantities, specifications, prices and on the terms and conditions detailed hereunder:-

1.	Rate-Contract No. & Dated	:	No. RS (POL)/58/0501/1/2019/00576 dt. 29.12.2021
2.	Purchaser	:	The President of India
3.	Method of Purchase	:	ATE (Advertised Tender Enquiry)
4.	(a) Name & Address of the contractor	:	M/s. Bharat Petroleum Corpn. Ltd, (I&C) Bharat Bhawan, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai 400001.
	(b) Fax No.	:	022 - 26441541 26441333
5	Purchaser's ref.	:	1. Railway Board's e-tender No.2021 PO TC. 2. Railway Board's negotiation letter No. RS(POL)/58/0501/1/2019 Dated 17.12.2021.
6.	Contractor's offer No	:	1. Your e-Bids (Post RA) against e-tender no. 2021POTC opened on 06.07.2021. 2. Your revised offer submitted vide letter No.I&C.Delhi.34.Con.Rly Tender dated 22.12.2021.

7. **Particulars of order and prices:**

ITEM S.NO	DESCRIPTION OF STORES	RATE RS./KL EX REFINERY/ STORAGE SUPPLY POINT/ SUPPLY POINT
(1)	(2)	(3)
1.	Light Diesel Oil (LDO) as per IS specification IS:15770:2008	Group wise Rate chart as per Appendix-A.
2)	Furnace Oil (FO) as per IS : 1593/82	
3)	Superior Kerosene Oil (SKO) Non-PDS, confirming to IS:1459-2016	

7.1 **Discount**: As per Appendix-A.

7.2 **Rates:** The rates will be based on the Master Price List (MPL) to be issued by M/s BPCL from time to time, duly certified and authenticated by their internal auditor. However, if the prices in the MPL of other firm i.e. M/s HPCL duly certified and authenticated by their internal auditor for the same period are lower than that of M/s BPCL then the same will be applicable.

8. **Estimate:** Please arrange to lay down necessary approved stocks for supply to be made against the Rate Contract No. RS (POL)/58/0501/1/2019/00576 dt 29.12.2021. No Guarantee can be given as to the quantities which will be drawn during the period of the contract.

9. **Conditions Governing of Contract**

The Rate Contract and all supply orders placed against it shall be governed by the conditions of Tender Enquiry, IRS conditions of contracts and SPECIAL CONDITIONS OF CONTRACT attached with the Rate Contract. Any specific condition stipulated in the Rate Contract as mutually agreed to which is at variance with the corresponding provision of other conditions of Rate Contract shall override such provisions.

10. **Period of Rate Contract**

This Rate Contract shall remain in force for the period of two years from the date of issue of RC and can be extended by one more year on same terms & conditions as per purchaser's option. Supply orders against the Rate Contract may be placed till the last day of the currency of the contract. The Rate Contract will remain alive for the purpose of delivery for all the stores ordered during the currency of the Rate Contract until deliveries have been completed.

11. **Inspection:**

The Primary Oils (Products) supplied by the firm will conform to IS Specifications stipulated in the contract. The firm will continue to conduct periodical monitoring of the quality of the products. The firm will also ensure that the products pass through all Quality Control or Quality Assurance tests before the dispatches are made. The products will be accepted by the Railway Consignees on furnishing of the certification on the invoice that "product meets with the IS and Contract Specifications", duly signed by the authorised

officer of the Quality Control/ Quality Assurance branch of the Main Installation and by the Depot In-Charge in case of supplies Ex-depots. However, this certification will not limit the right of ultimate consignee to conduct tests for his satisfaction that the product conforms to the laid down specification.

12 **Taxes and Duties** :

GST Extra as applicable at the time of supply. Current rate is @18%.

13. **Delivery by Road:**

Firm will arrange destination delivery of product through road transport by tank lorries and the freight charges shall be allowed to oil company as per their offer group-wise quoted. GST on delivery freight charges will also be payable by Railways and invoice itself would be treated as documentary evidence for reimbursement of GST on freight charges.

14. **Delivery:**

DDOs are required to intimate firms about their delivery schedule requirement before placing purchase orders and after getting their confirmation, purchase order along with agreed delivery schedule be issued. Delivery is subject to FMC.

15. **Deliveries at Consignee's Premises (In Trucks):**

(i) In all cases quantities filled and despatched /delivered Ex. Main Installations (MI)/Storage points will be subject to Clause 6-Transit Risk of "Special Conditions of Contract". Variation in volume after despatch will be to the purchaser's account in case of supply in consignee's truck.

(ii) Handling and decantation of the product from the tank trucks into buyer's Container at consignee's premises will be the buyer's responsibility.

(iii) Firm's tank trucks will be released by the consignee within a reasonable time of arrivals at destination and they will not be subject to any inordinate detention.

(iv) Deliveries will be in full truck loads only.

(v) When supplies cannot be undertaken to consignee's premises for any reason, the buyer's shall draw their requirements from firm's supplying depots under their own arrangement. For such supplies ex-depot rates will apply.

(vi) In the event of dispute regarding the distance, a joint verification will be undertaken by the firm and the consignee. Firm shall agree to adjust the overdrawals / underpayments based on the final agreed distance.

(vii) Procedure for recording shortages in case of deliveries by tank lorry.

(viii) In case shortage is observed the product level in the compartment(s) would be brought up to the certified dip level by adding the product in that Compartment and the actual shortage arrived at by such topping up process separately for each Compartment by following procedure:

a. Place tank Truck on a level ground
b. Check up dips of each Compartment.
c. Record the shortage separately Compartment-wise, by adding product in the Compartments, where the dip level is less. The quantity required to bring the product upto the correct dip level, will be the shortage in that compartment.
d. Compartment wise shortage will be recorded on all copies of the Challan and Tank drivers' signature obtained on the same.

16. **Direct Demanding Officers:**

i) PCMMs of the Railways or their authorized direct demanding officer shall place the order for supplies of these products on oil companies against the Rate Contract indicating delivery schedule agreeable to them on companies zonal/Regional offices, details of which will be included in the contract. However, while placing order the DDOs willl be required to check distances of different delivery point/Sales Tax /other factors beneficial to Railways to arrive at most economical purchase.

ii) The officers and/or departments who are declared Direct Demanding Officers by this office from time to time are at present authorized to place supply orders direct against this contract and they will endorse copies of such orders to PFA (nominated) of the respective Zonal Rlys / Production Units. Orders from these officers should be complied with as soon as they are received. This Ministry in such cases will place no confirmatory orders.

Order from officers not authorized to operate directly, should before compliance, be sent in original to the Ministry of Railways (Railway Board) for necessary instruction under advice to indentor concerned. Only officers authorized to sign the supply orders should issue the same. The list of DDOs against the Rate Contract valid for a period of two years from the date of issue of Rate Contract and can be extended by one more year.

(a) Railways will place supply-orders against the Rate Contract, keeping in view the factors beneficial to Railways such as proximity of supply points to the consignee's locations to save on transportation PCMM / logistics elements involved.

(b) Firm's regional Offices are as under :

Jurisdiction of State Office	**Postal Address**	**Telephone Nos.**	**Telegraphic/ Fax No.**
Gujarat	(Bharat Petroleum Corpn. Ltd.) Ist Floor, Golden Triangle (BPC Corner, NR Sardar Patel Stadium Post Navjeean, Ahmdabad-380014.	079-26461320	26460703
Karnataka	(Bharat Petroleum Corpn. Ltd.) AMM, Baganlore,Dupark Trinity, 7th Floor, 17 MG Road, Bangalore-560001	080-22975472	22975481
MP, UP, Maharashra	(Bharat Petroleum Corpn. Ltd.) Bhopal Division, A Block, Office Complex, Gautam Nagar, Bhopal-462023	0755-4232252	4278196
Bihar, WB, NE	(Bharat Petroleum Corpn. Ltd.) Bharat Bhawan,Plot No.31, Prince Gulam Mohammad Shah Road, Golf Green, Kolkatta- 700095.	033-24293270	24293282
Orissa	(Bharat Petroleum Corpn. Ltd.) Alok Bharti complex,2nd floor, Shaheed Nagar, Bhubneshwar – 751007	0674-2545558	0674 2545559

Kerala	(Bharat Petroleum Corpn. Ltd.) Cochin Territory (I&C) Kochi Refiners Ltd. Complex, Ambalamugal, Kochhi -682302	0484 2822644 2720871	0484 2720162
Tamil Nadu	(Bharat Petroleum Corpn. Ltd.) 1,Ranghanathan Garden, office 11,Main road, PB No.1212 & 1213,Anna Nagar, Chennai-600040	044-26142333	044 26268389
Tamil Nadu AP	(Bharat Petroleum Corpn. Ltd.) AMM Coimbatore, 19/2, Big Bazar street, Coimbatore - 641001	0422-2398585 2383042	04222381319
Delhi,UP,UK,Haryana	(Bharat Petroleum Corpn. Ltd.) Plot No.A-5 & A-6, Sector-I Udhyog Marg,Noida-201301	0120 2474369	
Haryana, Punjab, Chandigarh, HP, J&K	(Bharat Petroleum Corpn. Ltd.) Plot No.6-A, Tel Bhavan, Sector-19, Madhya Marg, P.B.703, Chandigarh-160019.	0172-2548761	
Rajasthan	(Bharat Petroleum Corpn. Ltd.) Old Residency Road, 22-Godam, Jaipur-302001	0141-2740059	2750546
Maharashtra	(Bharat Petroleum Corpn. Ltd.) BPCL Refinery, Old Administrative bldg.4th Floor,Mahul, Chembur, Mumbai-411074	022-25545276	25540621
Maharashtra & Goa	(Bharat Petroleum Corpn. Ltd.) Shahjanand Complex, 2416 General Thimmayya Road, East Street, P.B. No.61, Pune – 411001	020-26341053	26345143
AP	(Bharat Petroleum Corpn. Ltd.) 'Reliance Humsafar' Second Floor, H.No.8-2-618/2, Road No.11,Bahjara Hill, Hyderabad-500034.	040-23323473/74	27717596

(c) **Preference to Firms for placement of order by DDOs:**

i. Placement of order by DDOs will be done on the basis of preference i.e., L1, then L2 for each group of consignee.

ii. In case the L1 firm refuses /does not agree to supply Primary Oils to the group of Consignees for which they are in L1 position, the next firm who is in L2 position will be offered to supply the material on matching L1 Price. For placing the order, the purchasers (DDOs) will move upwards in the order of ranking (L1, then L2) in case the lower firms are unable to supply the material. However, if the L1 bidder refuses to supply to allotted consignees, action will be taken as per para 16.7 of ITT of tender document which is reproduced below:

"Wherever SD has been exempted, for any reason, and the supplier fails to supply goods as per conditions of contract, as amended from time to time, Purchaser shall have right to levy damages from the supplier for failing to comply with the

contractual conditions, not by way of penalty, an amount equal to SD amount, as would have been applicable if the contract was with a non-exempted vendor. These damages shall be treated as recoveries outstanding against the vendor and dealt with accordingly."

iii. In case of any consignee not covered in the tender, the price payable would be equivalent to the price payable at the nearest group of consignees. Discount would be applicable as per the nearest group consignee. Preference for selecting the firms the criteria listed in aforementioned clauses (i) and (ii) will be followed.

17. **Paying Authority:**

Respective PFAs of Zonal Railways and the Production Units will make payments for all despatches made for supply of the stores.

18. **System and terms of Payments:**

(a) 100% payment against receipted challan duly signed by Gazetted officer of Railways in case of supply by Road as per existing norms and on furnishing of certificate that product meets with IS and Contract specifications will be arranged by concerned paying authority and he will endeavour to make payment within four days from the day of presentation of bills provided the bills are submitted before 12.00 noon. After payment the original despatch documents should promptly be sent by the paying authority to the respective consignees. However, a photocopy of despatch documents should be sent directly to consignee immediately after despatch of the material by you.

(b) In case the deliveries are made through firm's or their contractors' lorry tankers, the bills will accompany copies of firm's delivery challans duly receipted by the consignees besides invoices containing certification that " Product conforms to IS and contract specification".

(c) No adjustment/reduction in payment of firm on any account other than purchase from Oil Companies will be applicable, which mandates that such adjustments/deductions would be only after authorization by Railway Board.

(d) Recovery on account of shortage etc. will be made from firm's outstanding bills.

(e) Since firms are PSUs & the regular supplies of POL products recovery on account of shortage etc. may be made from their outstanding bills.

19. "The Purchaser(s) also reserves the right (i) to enter into parallel Rate Contract(s) simultaneously or more tenders as he/they may think fit and (ii) to place adhoc contract or contracts simultaneously or at any time during the period of the contract with one or more suppliers/tenderer(s) for such quantity of such item or items as the Railway Board (whose decision shall be final), may determine.

20. **Progress Report:**

The contractor shall, as per Clause 2000 of IRS conditions of contract, furnish to the Joint Director, Railway Stores (M), Railway Board, Rail Bhavan, New Delhi, by the 10th of every month, monthly statement (preferable on a Excel work-sheet) showing the supplies made during the preceding month. A "Nil" statement should be submitted, if no supplies are made in a particular month. A copy of each of the report should also be endorsed to the Paying Authority and the Controller of Stores of each consignee Railway.

21. **Acknowledgement:**

Please convey your unqualified acceptance as in Performa indicated in Annexure 'III' addressed to the President of India through Executive Director, Railway Store (RS), Ministry of Railways (Railway Board), New Delhi endorsing a copy of the same to the Paying Authority. Two copies of the contract duly signed on your behalf by an authorised person(s), with your seal, duly witnessed by two persons and each and every page (including all annexures) duly initialed, should be returned for record within 15 days of receipt of this letter.

(S.K.Verma)
Joint Director, Railway Stores (M)
For & on behalf of the President of India

SPECIAL CONDITIONS OF CONTRACT

1. FORCE MAJEURE CLAUSE:

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility acts of public enemy, civil commotions sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God here in –after referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence there-of neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non – performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Railway Board as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part or any application under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may opt to terminate the contract, provide also that if the contract is terminated under this clause, the purchase shall have liberty to take over from the contractor at a price fixed by Railway Board, which shall be final, all unused, undamaged and acceptable materials, bought-out components and stores in course of manufacture in the possession of the contractor at the time of such termination of such portion there-of as the purchaser may deem it fit except of such materials, bought out equipments and stores as the contractor may with the concurrence of the purchaser elect to retain. It is also understood in addition that this force Majeure clause will cover firms inability to supply the stores on account of import restrictions or reductions in foreign exchange allocated for importation of products, crude oils and additives.

2. FALL CLAUSE:

The supplier firm should also note the following:

(i) The price charged for the stores supplied under the contract by the Contractor shall in no event exceed the lowest price at which the Contractor sells the stores or offers to sell stores of identical description, to any persons/organisation including the purchaser or any department of the Central Government or any Railway office or any Railway Undertaking, as the case may be during the period till performance of all supply-orders placed during the currency of the contract is completed. The lower price will be applicable to supplies made after the date of coming into force of such reduction or sale or offer to sell at a reduced rate.

(ii) If at any time, during the said period the contractor reduces the sale price, sells or offers to sell such stores to any persons /organisation including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchaser and the price payable under the Contract for the stores supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to-

a) Exports by the contractor.
b) Sale of goods as original equipment at price lower than the price charged for normal replacement.
c) Sale of goods such as drugs which have expiry dates.
d) Sale of goods at lower price on or after the date of completion of sale / placement of order of goods by the Authority concerned under the existing or previous rate-contracts
e) as also under any previous contract entered into with the Central or State Government Deptt. including their undertaking (excluding joint sector companies and / or GST parties and bodies.

iii) The contractor shall furnish the following certificate to the concerned PFA alongwith each bill(s) for payment of supplies made against the Rate-contract.

I/We certify that there has been no reduction in sale price of the Stores of description identical to the Stores supplied to the Government under the contract here-in and such tores have not been offered / sold by me / us to any person / organisation including the purchaser or any department of Central Government or any Railway Office or any Railway Undertaking as the case may be upto the date of bill / the date of completion of supplies against all supply-orders placed during the currency of the contract at a price lower than the price charged to the Government under the contract except for quantity of Stores Categories under sub clauses (a) , (b) , (c) and (d) of sub para (ii) above, details of which are as follows :

Note : " The contractor will also inform the PFA concerned and the PCMM as soon as supplies against all supply-orders placed against the contract are completed.

3. **WEIGHTS AND MEASURES:**

Weights/Measures as shown in the delivery/despatch documents will be subject to Clause 6 – Transit Risk. The purchaser may have the weights/measurements checked before the products leave firm's premises, if he so desire.

4. **ARBITRATION:**

15.1 This contract is subject to standard Arbitration clause 2900 of IRS conditions of contract read with Amendment vide Railway Board's letter No. 97/RS(G)/779/2 dated 16.02.2017.

15.2 In case of any dispute in the contract with PSU the following Arbitration clause will be applicable.

In the event of any dispute or difference relating to the interpretation & application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India in charge of the Bureau of Public Enterprises. The arbitration and conciliation Act 1996 as amended by arbitration and conciliation (Amendment) Act, 2015 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the special Secretary/ Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusive.

5. CERTIFICATE TO BE GIVEN BY INDENTOR:

Indentors will give invariably the following certificates in all the supply orders placed against this contract:

i) Certified that a copy of the Supply order has been forwarded to the concerned Paying Authority (nominated) of the Zonal Railway under registered post and the postal registration number is _____ dt. _____.

ii) Certified that the supply order No. and date is the same on all the copies of the supply orders marked to the concerned Paying Authority of the Zonal Railway.

6. TRANSIT RISK:

Firm shall be responsible and liable for any shortages, damages or deterioration to the consignment in transit if the same is to be carried in their own or contractor's trucks/tanks/lorries to the destination.

7. TRANSIT INSURANCE:

The purchaser will not pay separately for Transit Insurance. The supplier will be responsible till the entire stores contracted for arrive, in good condition at destination & liable for any shortage, damage or deterioration in terms of Clause 1501 of IRS conditions of contract.

8. INSPECTION OF SUSPECTED SUPPLIES AT DESTINATION:

If the consignee at destination on testing the product finds it below or off specification, he may book the same back to firm's nearest/nominated depot without firm incurring any demurrage for any detention at the Railway's consignee premises and without waiting for the arrival of firm's representative. However, in such cases, Railways must intimate firm's nearest nominated locations telegraphically or over the telephones about re-booking of the tank wagons and forward Railway receipt duly endorsing it in firm's favour. This should apply in respect of those tank wagons which are received by the consignees with seals intact. The consignee will furnish his laboratory test report in respect of each wagon rejected by him to firm in support of such action.

9. **EXCESS SUPPLY AGAINST SUPPLY ORDERS :**

Supply made within 10% of the quantities stipulated in the supply orders irrespective of its value will be accepted by the Consignee and payment made by the concerned Paying Authority of the Zonal Railway, without any amendment to the Supply order. You also agree that the plus tolerance will not be operative in cases where the indentors /consignees specifically make a mention in the supply order that excess supplies will not be acceptable. DDOs should note the contents of this clause while placing supply orders.

10. Contractors are responsible for seeing that their own tank lorries are before filling, perfectly clean and in good order, sound and suitable for the required purpose.

Encls: Annexure I to III & Appendix-A & B.

S Verma 5/11/4

(S.K. Verma)
Joint Director Railway Stores (M)
For & on behalf of the President of India

ANNEXURE – I

DETAILED INFORMATION OF BE FURNISHED BY DIRECT DEMANDING OFFICERS AT THE TIME OF PLACEMENT OF SUPPLY-ORDERS.

1. Indentor's designation, with full postal address
2. DDO's supply order number and date
3. Contract No. & Date
4. Name of the purchaser
5. Item No. of indent/Supply-order
6. Item No. if any
7. Supplier's Brand Name for Product
8. Quantity
9. Unit
10. Rate per unit to be indicated
11. Total PCMM to be indicated
12. Delivery at / F.O.R. station of despatch as the case may be.
13. Delivery period
14. Consignee and his full address
15. Mode of delivery and destination Railway Station for F.O.R. despatch as the case may be, freight to pay at public / concessional tariff at Railway risk by good's train.
16. Designation of the Accounts Officer of the consignee.
17. Head of Account to which the PCMM is to be debited.
18. Remarks regarding enclosure to the Supply Order, if any, such as declaration form-'D' etc.
19. Address of the supplier
20. Full signature of the Indentor (or his authorised subordinate officer), his name and designation, with the stamp of office.

ANNEXURE-II

General instructions for information and Guidelines TO DDOs

1. All Direct Demanding Officers authorised to draw supplies against this Rate Contract are hereby advised that they should draw their requirement to the extent included in the schedule herewith by placing supply orders on the firm direct. Copies of the supply orders on the Rate Contract holders should invariable by sent by Regd. Post Acknowledgement Due.

2. The following instructions should be observed in the preparation of the supply orders:-

a) Copies of all supply orders should be endorsed to the PFA concerned and the Inspection Authority under Regd. Cover.
b) The supply order should contain reference of the Original Rate Contract.
c) In the copy of the orders for PFA, concerned please indicate the designation of the Accounts Officer to whom sent and the budget head against which the debit is to be raised.
d) Copies of each supply order and correspondence relating there-to are not required to be endorsed to Board.
e) The description of the stores in the supply orders should correspond to the description given in the Rate Contract.
f) In the event of failure on the part of the Rate Contract holder to make supply against particular supply order, the matter should be reported to Board in a self contained letter for necessary action.

3. In all communications to this, R/C No. & date supply orders No. & date and other relevant reference number and date must be quoted to facilitate disposals. However, a practicable communication should be confined to a supply-order etc. and where more than one contract etc. is involved , separate communication should be addressed.

4. Direct demanding officer should issue supply orders under their own signatures. If sub-ordinate officer who must invariably be a gazetted officer, is allowed to sign the supply-order in exceptional case, his name and designation together with that of the competent authority (Direct Demanding Officer) for whom he is signing should be clearly stated in such cases. This is important from the Audit point of view.

5. Direct Demanding Officers should operate on the R/C in respect of which they have been ordered as direct demanding officer and should not draw their requirement of the Rate Contract.

6. DDOs should enclose the certificate in form 'D' or declaration in form 'C' or 'D' form (as the case may be) duly filled in duplicate with the supply orders placed by them if they wish to avail of the concessional rates of Central Sales Tax. If this is not complied with, there will be no other alternative for the Rate Contract holder but to bill the sales tax at the higher rate.

7. Railways requirements of LDO, FO & SKO for supply during the extent contract period (Clause 10), they may please check on the quantities registered on their behalf and in case any alteration is required and discrepancy found, advise Board immediately for necessary action. They are authorised to operate direct on the suppliers in a phased manner to the extent of the nearest FOR station of despatch. Copies of such supply orders placed by them on the firm should be forwarded to the PFA concerned by registered Post and Inspecting Officer concerned for Inspection of stores.

8. In case of short receipt of stores, or any other irregularity in the receipt of consignment, the indentor must immediately, approach the carriers, claim for irregularity, if necessary, intimate supplier and Board about the same.

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ANNEXURE – III

We unconditionally accept the Contract No. RS (POL)/58/0501/1/2019/00576 dated 29.12.2021 and its terms and conditions.

For & on behalf of M/s_____

(S E A L)

Signed by _____
Full name _____

Signature of
witness(1) _____

Full name _____

Date _____

Signature of
witness(2) _____

Full name_____

Date _____

****

Appendix-A

Final All Inclusive Price of M/s BPCL					
Group	BASIC RATE	DISCOUNT	FREIGHT	GST	LANDED COST
SKO1	80744.57	28200.00	184.05	18.00	62219.77
SKO2	72880.00	4750.00	2685.55	18.00	83562.35
SKO3	78900.00	23000.00	4246.39	18.00	70972.74
SKO6	78080.00	21000.00	835.66	18.00	68340.48
SKO8	79190.60	21700.00	1492.78	18.00	69600.39
SKO9	78596.81	23000.00	2602.81	18.00	68675.55
SKO10	80132.87	23500.00	1577.04	18.00	68687.69
SKO11	79830.00	26000.00	213.29	18.00	63771.08
SKO12	80649.88	21500.00	1142.01	18.00	71144.43
SKO13	80417.90	23050.00	1675.43	18.00	69671.13
SKO14	77918.29	27050.00	1614.95	18.00	61930.22
SKO15	77868.30	25000.00	787.93	18.00	63314.35
SKO18	75735.85	23830.00	991.90	18.00	62419.35
FO24	42938.49	650.00	307.60	18.00	50263.39
LDO26	48790.00	6300.00	3125.47	18.00	53826.25
LDO27	51402.70	6300.00	1112.96	18.00	54534.48
LDO28	51402.70	6800.00	2861.81	18.00	56008.12
LDO29	48790.00	6800.00	225.52	18.00	49814.31
LDO30	51402.70	6000.00	2299.66	18.00	56288.78
LDO31	51402.70	6000.00	1691.76	18.00	55571.46

Appendix-B

List of Group-wise consignee and Ranking of firms

Name	DISTRICT NAME	STATE	Railway Zone	Ranking of Firms for placement of supply orders against each group								
				Grp No.	SKO		Grp No.	FO		Grp No.	LDO	
					L1 firm	L2 Firm		L1 firm	L2 Firm		L1 firm	L2 Firm
CMM/M&G/BZA GUNTUPALLI	KRISHNA	Andhra Pradesh	SCOR	SKO1	BPCL	HPCL	FO19	HPCL	BPCL	NA		
SMM/ELS/VSKP	VISAKHAPATNAM	Andhra Pradesh	SCOR		BPCL	HPCL		HPCL	BPCL			
SSE (P. WAY),	VIZIANAGARAM	Andhra Pradesh	SCOR		BPCL	HPCL		HPCL	BPCL			
DY. CMM	HYDERABAD	Telangana	SCR		BPCL	HPCL		HPCL	BPCL			
DY.CMM NEF RLY	CHIRANG	Assam	NFR	SKO2	BPCL	HPCL	NA			NA		
DY.CMM/D NEF RLY	DIBRUGARH	Assam	NFR		BPCL	HPCL						
DY.CMM [D), SPJ SAMASTIPUR	SAMASTIPUR	Bihar	ECR	SKO3	BPCL	HPCL	NA			NA		
DY CMM/JMP, EASTERN RLY, JAMALPUR	MUNGER	Bihar	ER		BPCL	HPCL						
ASST MATERIAL MANAGER	DURG	Chhattisgarh	SECR	SKO4	HPCL	BPCL	NA			LDO26	BPCL	HPCL
DY. CHIEF MATERIALS MANAGER	RAIPUR	Chhattisgarh	SECR		HPCL	BPCL					BPCL	HPCL
AREA MATERIALS MANAGER	RAIPUR	Chhattisgarh	SECR		HPCL	BPCL					BPCL	HPCL
DY. CHIEF MATERIAL MANAGER	RAIPUR	Chhattisgarh	SECR		HPCL	BPCL					BPCL	HPCL
SMM - D(ELS) AJNI	NAGPUR	Maharashtra	CR		HPCL	BPCL					BPCL	HPCL
SENIOR MATERIAL MANAGER(GSD)	NAGPUR	Maharashtra	SECR		HPCL	BPCL					BPCL	HPCL
DY CONTROLLER OF STORES,	NORTH WEST DELHI	Delhi	NR	SKO5	HPCL	BPCL	NA			LDO27	BPCL	HPCL
SMM/ELS/TKD	SOUTH DELHI	Delhi	NR		HPCL	BPCL					BPCL	HPCL
DY CMM (DEPOT) NER/IZZATNAGAR	BAREILLY	Uttar Pradesh	NER		HPCL	BPCL					BPCL	HPCL
DMM RAJKOT	RAJKOT	Gujarat	WR	SKO6	BPCL	HPCL	FO20	HPCL	BPCL	NA		
DY. CMM AHMEDABAD	AHMEDABAD	Gujarat	WR		BPCL	HPCL		HPCL	BPCL			
SR. SECTION ENGINEER (C&W)	VADODARA	Gujarat	WR		BPCL	HPCL		HPCL	BPCL			
SMM (ELS) BRCY	VADODARA	Gujarat	WR		BPCL	HPCL		HPCL	BPCL			
AMM (C&W) PRTN	VADODARA	Gujarat	WR		BPCL	HPCL		HPCL	BPCL			
DMM -BRC	VADODARA	Gujarat	WR		BPCL	HPCL		HPCL	BPCL			
DY. CHIEF MATERIAL MANAGER	BHAVNAGAR	Gujarat	WR		BPCL	HPCL		HPCL	BPCL			
AMM (L) DAHOD (DHD-L)	DAHOD	Gujarat	WR		BPCL	HPCL		HPCL	BPCL			
ASST MATERIAL MANAGER	VALSAD	Gujarat	WR		BPCL	HPCL		HPCL	BPCL			
DY.COS ,NR JAGADHARI	YAMUNA NAGAR	Haryana	NR	SKO7	HPCL	BPCL	NA			LDO28	BPCL	HPCL
AMM AMRITSAR	AMRITSAR	Punjab	NR		HPCL	BPCL					BPCL	HPCL

ASST. COS (ASHOKAPURAM)	MYSORE	Karnataka	SWR	SKO8	BPCL	HPCL	NA			NA			
SMM/DIESEL STORES DEPOT GUNTAKAL	ANANTAPUR	Andhra Pradesh	SCR		BPCL	HPCL							
ASST. COS(DIV.STR.DEP) BANGALORE	BANGLAORE-URB	Karnataka	SWR		BPCL	HPCL							
DIV STORE KEEPER (MECH.) KURUDWADI	SHOLAPUR	Maharashtra	CR	SKO9	BPCL	HPCL	FO21	HPCL	BPCL	NA			
SMM, GSD, HUBLI	DHARWAD	Karnataka	SWR		BPCL	HPCL		HPCL	BPCL				
DY CMM (D)	BHOPAL	Madhya Pradesh	NCR	SKO10	BPCL	HPCL	NA			NA			
SMM-D (ELS)	HOSHANGABAD	Madhya Pradesh	WCR		BPCL	HPCL							
SMM - D (ELS)	KATNI	Madhya Pradesh	WCR		BPCL	HPCL							
DIVISIONAL MATERIALS MANAGER,	RATLAM	Madhya Pradesh	WR		BPCL	HPCL							
SMM-D (ACL), BHUSAWAL	JALGAON	Maharashtra	CR		BPCL	HPCL							
CENTRAL RAILWAY(CURREY ROAD)	MUMBAI CITY	Maharashtra	CR	SKO11	BPCL	HPCL	FO22	HPCL	BPCL	LDO29	BPCL	HPCL	
CENTRAL RAILWAY(MATUNGA)	MUMBAI CITY	Maharashtra	CR		BPCL	HPCL		HPCL	BPCL		BPCL	HPCL	
CENTRAL RAILWAY(PAREL)-SRCMECH	MUMBAI CITY	Maharashtra	CR		BPCL	HPCL		HPCL	BPCL		BPCL	HPCL	
AMM (C), LOWER PAREL	MUMBAI CITY	Maharashtra	WR		BPCL	HPCL		HPCL	BPCL		BPCL	HPCL	
DY CMM PAREL	MUMBAI CITY	Maharashtra	WR		BPCL	HPCL		HPCL	BPCL		BPCL	HPCL	
AMM-G MAHALAXMI	MUMBAI CITY	Maharashtra	WR		BPCL	HPCL		HPCL	BPCL		BPCL	HPCL	
SMM(D),CARRIAGE WORKSHOP KHURDA	KHURDA	Odisha	ECOR	SKO12	BPCL	HPCL	NA			NA			
S E RAILWAY STORES ELS DEPOT	SUNDERGARH	Odisha	SER		BPCL	HPCL							
DY.CMM / JU JODHPUR	JODHPUR	Rajasthan	NWR	SKO13	BPCL	HPCL	NA			LDO30	BPCL	HPCL	
AMM/GS/AJMER	AJMER	Rajasthan	NWR		BPCL	HPCL					BPCL	HPCL	
SR DMM	AJMER	Rajasthan	NWR		BPCL	HPCL					BPCL	HPCL	
DY CMM	BIKANER	Rajasthan	NWR		BPCL	HPCL					BPCL	HPCL	
SENIOR DMM JAIPUR	JAIPUR	Rajasthan	NWR		BPCL	HPCL					BPCL	HPCL	
SSE/PROGRESS ,DY CME , KOTA	KOTA	Rajasthan	WCR		BPCL	HPCL					BPCL	HPCL	
ICF(PERAMBUR)	CHENNAI	Tamil Nadu	ICF	SKO14	BPCL	HPCL	FO23	HPCL	BPCL	NA			
DIST. COS(CARRIAGEWORKS) PERAMBUR	CHENNAI	Tamil Nadu	SR		BPCL	HPCL		HPCL	BPCL				
ASST.COS(TRAC STR DEP) TAMBARAM	CHENNAI	Tamil Nadu	SR		BPCL	HPCL		HPCL	BPCL				
DIST. COS (GEN STORES) PERAMBUR	CHENNAI	Tamil Nadu	SR		BPCL	HPCL		HPCL	BPCL				
AMM, ARAKKONAM	VELLORE	Tamil Nadu	SR		BPCL	HPCL		HPCL	BPCL				
ASST. COS (ELEC.STORES) ARAKKONAM	VELLORE	Tamil Nadu	SR		BPCL	HPCL		HPCL	BPCL				
ASST. COS(TRAC.STRS) CHINGELPET	TIRUVALLUR	Tamil Nadu	SR		BPCL	HPCL		BPCL	HPCL				
DY COS MGSD GOLDEN ROCK	TRICHIRAPALLI	Tamil Nadu	SR		BPCL	HPCL		BPCL	HPCL				

AMM S. RLY, MADURAI DIVN.	MADURAI	Tamil Nadu	SR	SKO15	BPCL	HPCL	FO24	BPCL	HPCL	NA		
SOUTHERN RAILWAYS	COIMBATORE	Tamil Nadu	SR		BPCL	HPCL		BPCL	HPCL			
SSO,SIGNAL STORES DEPOT PODANPUR	COIMBATORE	Tamil Nadu	SR		BPCL	HPCL		BPCL	HPCL			
SOUTHERN RAILWAYS	ERODE	Tamil Nadu	SR		BPCL	HPCL		BPCL	HPCL			
ASSISTANT MATERIALS MANAGER	KOLLAM	Kerala	SR		BPCL	HPCL		BPCL	HPCL			
DIVISIONAL MATERIALS MANAGER,	PALAKKAD	Kerala	SR		BPCL	HPCL		BPCL	HPCL			
DMM, MUGHALSARAI	CHANDAULI	Uttar Pradesh	ECR	SKO16	HPCL	BPCL	NA			NA		
SR. DIV MATERIAL MANAGER	PATNA	Bihar	ECR		HPCL	BPCL						
DY. CMM/GSD/NER/GKP	GORAKHPUR	Uttar Pradesh	NER		HPCL	BPCL						
DY. CMM (CWE&G)	JHANSI	Uttar Pradesh	NCR	SKO17	HPCL	BPCL	NA			LDO31	BPCL	HPCL
DY CMM GSD/CNB NCR	KANPUR NAGAR	Uttar Pradesh	NCR		HPCL	BPCL					BPCL	HPCL
DY CMM, AMV/LKO	LUCKNOW	Uttar Pradesh	NR		HPCL	BPCL					BPCL	HPCL
DY CMM-HLR EASTERN RLY	NORTH 24-PARGANAS	West Bengal	ER	SKO18	BPCL	HPCL	FO25	HPCL	BPCL	NA		
SMM (GSD) / KGP	PASCHIM MEDINIPUR	West Bengal	SER		BPCL	HPCL		HPCL	BPCL			
DY.CMM/LLH, E. RLY	HOWRAH	West Bengal	ER		BPCL	HPCL		HPCL	BPCL			
SMM/ELS/TATA, S.E.RLY	SINGHBHUM EAST	Jharkand	SER		BPCL	HPCL		HPCL	BPCL			
CDMS/KHANA OIL DEPOT	BARDHAMAN	West Bengal	ER		BPCL	HPCL		HPCL	BPCL			