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

No.RS(POL)/58/0501/2/2023/00615 **New Delhi, Dated: 02.09.2025**

M/s Bharat Petroleum Corporation Ltd.,
(I&C), Bharat Bhavan,
4&6 Currimbhoy Road,
Ballard Estate, Mumbai - 400 001.

Sub:	Board's Rate Contract of even number for supply of High Speed Diesel (HSD) / Bio Diesel Blended HSD against advertised E-Tender No.2024 HSD TC opened on 28.02.2025.
Ref:	(i) Your e-bids (Post Negotiation) against e-tender no. 2024 HSD TC opened on 28.02.2025. (ii)Railway Board's Letter of Acceptance No.RS(POL)/58/0501/2/2023 dtd 04 .08.2025. (iii) Your Acceptance letter no I&C.RLY.HSD dated 06.08.2025.

I am directed to enclose 2(two) copies of the above mentioned Rate Contract. You are requested to sign and return one copy of the contract in terms of Clause-32 (Acknowledgment) there-of, duly witnessed by two persons, as required.

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

(S. K. Verma)
Director, Railway stores (M)
Tele. No. 011-23073191
Email id: drsm@rb.railnet.gov.in
3rd[t] floor, Room No. 363, Rail bhawan
For & on behalf of the President of India

No.RS(POL)/58/0501/2/2023/00615 **New Delhi, Dated: 02.09.2025**

Copy forwarded to:

1. PFAs

i. Central Railway, Mumbai, CST.
ii. Eastern Railway, Fairlie Place, Kolkata.
iii. East Central Railway, Hajipur.
iv. East Coast Railway, Bhubaneswar.
v. Northern Railway, Baroda House, New Delhi.
vi. North Central Railway, Prayagraj.
vii. North Eastern Railway, Gorakhpur.
viii. Northeast Frontier Railway, Maligaon, Guwahati.
ix. North Western Railway, Jaipur.

x. Southern Railway, Chennai.
xi. South Central Railway, Secunderabad.
xii. South Eastern Railway, Garden Reach, Kolkata.
xiii. South East Central Railway, Bilaspur.
xiv. South Western Railway, Hubli.
xv. Western Railway, Churchgate, Mumbai.
xvi. West Central Railway, Jabalpur.
xvii. Metro Railway, Kolkata.
xviii. CORE/ Prayagraj.
xix. C.L.W., P.O. Chittaranjan, Distt. Burdwan, West Bengal-113331.
xx. B.L.W., Banaras.
xxi. P.L.W., Patiala.
xxii. I.C.F., Perambur, Chennai.
xxiii. M.C.F. Raebareli, Uttar Pradesh.
xxiv. R.C.F. Kapurthala, Punjab.
xxv. R.W.F., 18, Yelahanka, Bangalore.
xxvi. R.W.P.,Bela.
xxvii. W.P.O., Patna.

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

3. Director of Audit, Northern Railway, New Delhi.

For Member Finance/ Railway Board

No.RS(POL)/58/0501/2/2023/00615 **New Delhi, Dated: 02.09.2025**

Copy of Rate Contract is forwarded to:-

DIRECT DEMANDING OFFICERS OF RAILWAYS:-

1. General Managers, All Indian Railways & Production Units.

2. <u>PCMM – Zonal Railways/Production Units</u>

i. Central Railway, Mumbai, CST.
ii. Eastern Railway, Fairlie Place, Kolkata.
iii. East Central Railway, Hajipur.
iv. East Coast Railway, Bhubaneswar.
v. Northern Railway, Baroda House, New Delhi.
vi. North Central Railway, Prayagraj.
vii. North Eastern Railway, Gorakhpur.
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xiii. South East Central Railway, Bilaspur.
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xvi. West Central Railway, Jabalpur.
xvii. Metro Railway, Kolkata.

xviii. CORE/***Prayagraj***.
xix. C.L.W., P.O. Chittaranjan, Distt. Burdwan, West Bengal-113331.
xx. B.L.W., Banaras.
xxi. P.L.W., Patiala
xxii. I.C.F., Perambur, Chennai.
xxiii. M.C.F. Raebareli, Uttar Pradesh
xxiv. R.C.F. Kapurthala, Punjab
xxv. R.W.F., 18, Yelahanka, Bangalore.
xxvi. R.W.P.,Bela
xxvii. W.P.O., Patna.

3. Indian Rly., Central Orgn. For Modernisation of Workshops (COFMOW), Rly. Office Complex, Tilak Bridge, New Delhi-2.

4. Director General, RDSO, Manak Nagar, Lucknow.

5. Director General, National Academy of Indian Railway, Vadodara, Gujrat-390004.

6. Addl. Director (Stds Promotion), Bureau of Indian Stds, Manak Bhawan, 9, Bahadurshah Zafar Marg, New Delhi – 110002.

7. FS(III) Branch, Railway Board, New Delhi.

Verma 4/9/14

(Sunil Kumar Verma)
Director Railway Stores (M)

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

No.RS(POL)/58/0501/2/2023/00615 **New Delhi, Dated: 02.09.2025**

M/s Bharat Petroleum Corporation Ltd.,
(I&C), Bharat Bhavan,
4&6 Currimbhoy Road,
Ballard Estate, Mumbai - 400 001.

Sub:	Board's Rate Contract of even number for supply of High Speed Diesel (HSD) / Bio Diesel Blended HSD against advertised e-Tender No.2024 HSD TC opened on 28.02.2025.
Ref:	(i) Your e-bids (Post Negotiation) against e-tender no. 2024 HSD TC opened on 28.02.2025. (ii) Railway Board's Letter of Acceptance No.RS(POL)/58/0501/2/2023 dtd 04 .08.2025. (iii) Your Acceptance letter no I&C.RLY.HSD dated 06.08.2025.

Your above cited offer against the E-Tender No.2024 HSD TC opened on 28.02.2025 for procurement of High Speed Diesel (HSD)/ Bio Diesel Blended HSD on Rate Contract basis has been accepted to the extent of item, specification, prices and on the terms and conditions detailed hereunder:-

1	**Rate Contract No. & Date**		No.RS(POL)/58/0501/2/2023/00615 Dated 02.09.2025
2	**Purchaser**		The President of India
3	**Method of Purchas**		Advertised e-Tender
4	**Name & Address of the contractor**		M/s Bharat Petroleum Corporation Ltd.(I&C), Bharat Bhavan, 4&6 Currimbhoy Road,Ballard Estate, Mumbai
5	**Purchaser's Reference**		(i) Railway Board's E-tender No.2024 HSD TC opened on 28.02.2025.
			(ii) Railway Board's Letter of Acceptance No.RS(POL)/58/0501/2/2023 dtd 04.08.2025.
6	**Contractor's offer No. & other Reference**		(i) Your e-bids (Post negotiation) against e-tender no. 2023 HSD TC opened on 28.02.2025. (ii) Your Acceptance letter no I&C.RLY.HSD tated 06.08.2025

7. **Conditions governing supply against Contract:**

The Rate Contract and all supply orders placed against it shall be governed by the conditions of Tender Enquiry, IRS conditions of contracts as amended to date including Arbitration clause 2900 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.

Note: Clauses of this Rate Contract relevant to non-TFM RCDs are applicable for TFM Mobilization period only.

8. **Period of Rate Contract**

a) Rate Contract of OMCs operated RCDs (Group 1 to 17 of Annexure-B) on TFM basis will be valid for 3 years applicable from 18.09.2025 and extendable by one year on Railway's option and further extendable by one year at mutual consent.

b) 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 the entire store ordered during the currency of the Rate Contract until date of delivery demanded by DDOs.

9. **Particulars Governing Supply**

Description of Product	Specification Conforming to
High Speed Diesel (HSD))/ Bio Diesel Blended HSD	High Speed Diesel (HSD)/ Bio Diesel Blended HSD: conforming to IS: 1460 (latest revision)

NOTE: The supply of products will be subject to deviations/relaxations as may be authorised by MOP&NG from time to time. However, any changes in the specification shall be notified to the Railway consumers and the Ministry of Railways immediately.

10. **Inspection:**

(a) 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 must 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 authorized 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.

(b) The firm shall submit test result/test certificate along with the each supply.

11. **Estimate:**

The quantity given in Table 'B' of Tender document is only for guidance and does not guarantee placement of order in part of full at that RCD.

12. **Price:**

(a) Price (basic) is subject to variation. Revision in prices as applicable from time to time will be advised by the firms to Zonal Railway. In support of any revision in Master Price List (with break-up of all inclusive FOR destination price for each RCD), duly signed by their internal auditor will be submitted by the firm to Railways. Price variation will be allowed only on basic price (ESPP+Notional Rail Freight+ State Specific component, if any+ Shunting, siding charges, if any) on account of ESPP and other charges indicated in basic price. Statutory variations are allowed subject to documentary evidences. No other variation would be permitted.

However, price allowed to the firm at a particular group of RCDs will be limited to the lowest applicable Rate Contract rate amongst parallel RC holding firms for that group Firms to indicate ESPP applicable for fortnight along with their MPL. ESPP of PSU's will be applicable to all the Oil Marketing Companies (OMCs).

Group-wise Master Price List (MPL) will indicate FOR destination price at each RCD which will be inclusive of Basic rate, Discount, Excise Duty, VAT, freight and other charges applicable to each group. The firm will be required to submit their bills in the format as per MPL format.

(b) **Discount :**

The Discount for supply shall be applicable for each location as given in Price Bid (copy of Price bid is enclosed at Annexure-A).

13. **Taxes & Duties**: These will be payable as applicable at the time of supply as per Govt. regulation in force against documentary evidence.

13.1 **Excise Duty:**

Excise duty which shall be paid as legally leviable at the time of supply. The excise duty will be shown on the invoice whenever supplies are made from Refineries/Bonded ware-houses. However, when supplies are made from duty paid supply locations, the price indicated would be inclusive of excise duty and excise duty shall not be shown separately on the invoice. In all cases duties and taxes will be levied at applicable rates and on applicable value as per the Govt. regulations in force.

14. **VAT:**

(a) VAT, if legally leviable, calculated at the rates ruling at the time of supply as applicable to sales made to Central Government Department (at concessional rates), wherever admissible, will be to the account of the purchaser.

(b) The rate of tax will vary with the source of actual supply of product from time to time depending upon whether the source is within the same State or from another State and will be at actual rate/rates as under:

(i) The rate of VAT on inter-state sale to Government Departments shall be the same as rate of VAT applicable in the state of the selling dealer.

(ii) In case of intra-state supplies, VAT within the state is payable extra as applicable at the time of supply.

(c) The purchaser, will not, however, be responsible for the payment of VAT made by firm under mis-apprehension of law.

(d) Wherever required, Railways to arrange/provide/enclose Taxes form as applicable to concerned states in order to avail concession/exemption in Taxes as under the rules. Consignees are advised to check up the rate of concessional Taxes, if any, and pay the same after obtaining the necessary form for concessional Taxes from concerned authority.

(e) The firm shall pay VAT as per the rules framed under the Act and as amended from time to time by the Sales-Tax authorities.

(f) VAT/GST wherever applicable on freight or delivery charges is payable extra as applicable. Since VAT/GST on freight/delivery charges and other pricing element is deposited with local Sales Tax Authorities in consolidated form, no separate proof of payment on VAT/GST on freight/delivery charges will be given and HSD invoice mentioning these elements shall be taken as proof of payment.

15. **Octroi, Terminal Taxes, Entry Tax and Local Taxes:**

(a) Railway will not pay any Octroi/Terminal Tax/Local Tax etc. and issue exemption certificate unless it is specifically advised in advance to the concerned consignee that exemption certificate is not being accepted by a particular authority. Consignee will make all the efforts to make authorities agree for accepting exemption certificate. If such an effort is not successful, Octroi Duty, Local Duty, Terminal Tax will be paid against certificate in this regard from consignee alongwith proof from the concerned authorities.

(b) Presently there is no entry tax levied. Number of Zonal Railways have challenged the levy of such tax in past and petition has been filed in Hon'ble Supreme Court. If any such tax/levies is introduced in the future, the decision regarding payment of entry tax etc. may be taken by Zonal Railways themselves and source their requirement in most economic manner.

(c) The purchaser will however not be responsible for the payment of tax or duty made by the supplier under mis-apprihension /law.

15.2 Contractors should ensure that the stores ordered against contracts placed by this office are exempted from levy of town duty, octroi duty, terminal tax, entry tax or other local taxes and duties, whenever required, they should obtain the Exemption Certificate from the concerned consignee or indentor to avoid payment of Local Taxes or Duties.

16. **Freight shall be payable as under:-**

a) In case of delivery by road- As quoted by the firms. The date of receipt of material by consignee shall be taken as date of delivery. However, for the taxation purpose i.e., ED/VAT etc., the tariff prevalent on date of dispatch shall be applicable and shall be reimbursed.

b) **Pre-TFM period (Mobilization period)** – For dispatches by road, the date of receipt of material by consignee shall be treated as date of delivery. However, for the taxation purpose i.e., ED/VAT etc., the tariff prevalent on date of dispatch shall be applicable and shall be reimbursed.

c) **Post TFM period** - In the TFM model, the date of fuelling into the loco will be reckoned as date of delivery for that supply. Taxes and Duties as on that day shall be applicable.

d) In case of delivery by rail- HSD oil when consigned to Railways will be exempted from the condition of pre-payment of freight and will be booked as freight 'to pay' without levy of 'to pay' surcharge on freight at destination. The date of RR (Railway-Receipt) shall be taken as date of delivery and taxes and duties on that day shall be applicable.

e) No liquidated damages in respect of delay in supplies within the grace period of 21 days will be leviable where depot / Inspecting Officer/ Divisional Officer (who is a direct consignee) has extended delivery period accordingly.

17. **Preference to Firms for placement of order by DDOs :**

a) The firms will be given preference in the form of first right of refusal for the group of RCDs for which they are in L1 position. Hence, the firms which have been found to be lowest will be given the first right of refusal for the RCDs for which they were in L1 position after RA.

b) In case the L1 firm refuses/does not agree for supply of HSD to the RCD for which they are in L1 position, the next firm who is in L2 position will be offered to supply the material. The order of preference for placement of order by the Railways will be in the order of ranking of the firm after RA. The purchasers will move upwards in the order of ranking (L1, L2, L3 and so on) in case the lower firms are unable to supply the material. However, the price allowed to the firm at that RCD will be limited to the lowest applicable Rate Contract rate amongst parallel RC holding firms for that group.

c) The RCDs (individually) in a group which are under assured off-take guarantee, shall get an overriding priority over the priority mentioned above. Only in case oil company, whose RCD is under assured off-take guarantee, either fails or refuses to supply the material to that RCD, Railways can award that RCD to other supplier of that group in order of priority as mentioned in the table of RCD-wise priority annexed at **Annexure-B.**

d) In case of a new RCD being developed by any oil company or any other existing RCDs/locations not covered in Table 'B' of the tender, the price payable would be equivalent to the price payable at the nearest RCD in the same group.

18. **Supplies from Alternative Sources in Tank Wagons:**

Supplies from the Normal pricing sources/Alternative pricing sources will be on freight to pay basis. In case of dispatches from sources other than the normal MI/Refineries/Pipeline tap off points, the prices payable will be normal MI/Refinery/Pipeline tap off point prices plus actual Railway freight from Normal MI/Refineries/Pipeline tap off points to the destination.

19. **Other Modes of Supply:**

19.1 Ex-Refinery/MI/Pipeline tap-off points/upcountry Depots to the consignees' storage/ consumer pumps.

19.2 **Supplies of HSD Oil in Barrels:**

Firm shall be paid in addition to the product price and sales tax and other levies, the cost of new, non-returnable barrels, filling charges, transportation charges, handling charges and other incidental charges etc. based on MPL certified by Internal Auditor of the firm.

19.3 Supplies of fuel oils in the firm's contractor tank lorries at high altitude locations.

20. **Packing and Marking in case of supplies in barrels:**

a) For packing of supplies attention is drawn to Clause 1800 of the IRS conditions of contract and relevant specifications.

b) Oils will be supplied packed in New, Sound, Non-returnable, 1.25mm thickness Grade – 'A' Steel Drums, type 2 of 200/210 ltrs., capacity conforming to IS: 1783 (Part-I) of 1993.

20.1 **Marking:**

a) Marking on the drums/cases will be as desired by the purchaser/ISI standard Trade Mark.

b) The description of stores will be stencilled on such containers or package where possible and marking will be as per clause 5.2 of IS:720/86.

c) Date/year of manufacture.

d) Name of manufacturer.

e) Shelf life etc. as per practice.

21. **Delivery:**

The indentor should intimate the firm 30 days in advance of the date on which the supplies are required by them. The firm will endeavour to meet the indentor's requirement in time. If, however, for any reason it can not be complied with, the same will be intimated to the indentor concerned with a request to extend the date of delivery.

22. **Deliveries At Consignee's Premises (In Trucks):**

(i) In all cases quantities filled and dispatched /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 can not 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.

22.1 (A) Procedure for recording shortages in case of deliveries by tank lorries:

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 up to 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.

(B) Procedure for recording shortages in case of deliveries by wagons:

Standard conditions for receipt of material in wagons in sealed/broken seal condition, procedure of commercial deptt. and stores deptt. should apply.

22.2. Procedure for decantation of tank wagon (Please see Annexure-V).

23. **Direct Demanding Officers:**

The officers and/or departments who are declared Direct Demanding Officers by this office from time to time are at present authorised to place supply orders direct against this contract and they will endorse copies of such orders to PFA 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 authorised to operate direct 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 is indicated at page 2,3&4 of endorsement of Rate

23.2 Firm's state Offices are as under :

BPC's REGIONAL OFFICES

1. Bharat Petroleum Corpn. Ltd.,
Lubes Sales Deptt., ECE House,
28-A, Kasturba Gandhi Marg,
Connaught Circus,New Delhi – 110 001.

2. Bharat Petroleum Corpn. Ltd.,
Bharat Bhavan, 4 & 6,
Currimbhoy Road,
Ballard Estate,
Mumbai – 400 038

24. **Steps to avoid to adulteration and pilferage in Transit :**

The Railways while deciding the mode of delivery, should evaluate the security system observed by the suppliers and be guided by the system which is as follows:

a) Product is delivered through firm's approved transporter.

b) The trucks are adequately modified to ensure proper Quality & Quantity (Q&Q) checks of the product.

c) All trucks are fitted with dome covers with collar.

d) Faucet valves & dome covers are locked with higher security locks.

e) "Abloy Locks" are state of art locking devices which are provided on each truck and an effective key management system is deployed to ensure no pilferage & adulteration.

f) Key-management system only allows keeping one set of key at terminal and one set of key at RCD location with authorized person of Railway. No key is available with the transporter. These keys are having special codes (unique nos.) which ensures no tampering with the key.

25. **Paying Authority :**

The respective PFAs of Zonal Rlys. & Production Units will make payments for all dispatches made for supplies of stores.

26. **System and Terms of Payment:**

a) As per IRS conditions of contract para 2300 with documents mentioned therein. The firm's bills shall be accompanied with original despatch documents which after payment will be forwarded to the respective consignees. However, a photocopy of despatch documents should be directly sent by the supplier to the respective consignees immediately after despatch of goods.

b) Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT.

c) Tenderer to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank A/c No. and Bank & Branch Code as appearing on MICR cheque issued by bank.

d) Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in Para10.3 above).

e) In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.

f) 100% payment of the bills indicating Railway Receipt (RR) numbers and date along with original despatch documents and on furnishing of certificate that product meets with IS and Contract specifications will be arranged by concerned paying authority and he will make payment within four days from the day of presentation of bills. However, efforts

shall be made to clear bills in two days from the date 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.

g) Adjustments/deductions arising out of claims other than pertaining to supply of Oil & Lubricants shall be made only after these are authorized by the Board. In this context Railway Board's letter No RS(POL)/58/Policy/97 dated 11.12.1997 may be referred to.

h) 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".

i) In case of delivery by road: As quoted by the firms. The date of receipt of material by consignee shall be taken as date of delivery. However, for the taxation purpose i.e., ED/VAT etc., the tariff prevalent on date of dispatch shall be applicable and shall be reimbursed.

27. Temperature Variation Adjustment (TVA) - Relief

On the basis of the recommendation of Oil Prices Committee in its final report of November 1976 read with letter P-20027/9/91-PP dt.25.9.92, the Ministry of Petroleum & Natural Gas has decided that temperature variation adjustment relief shall be available to customers on all hot loadings of HSD from refineries and installations, contiguous there-to where the product loaded on at a temperature higher than the prevailing atmosphere temperature at the location.

The basis of computation of TVA-relief to be allowed to customer on HSD will be as under :

i. The adjustment shall be made between the temperature of loading and atmospheric temperature.

ii. The temperature of loading shall be arrived at for each product on an annual basis for each refinery on the experience of the previous year. This may however, be reviewed, if necessary.

iii. The atmospheric temperature will be determined on a quarterly average basis for an individual location and would be applicable irrespective of the time of loading.

iv. The percentage adjustment shall be applied on the rate in Rs. Per KL rounded to the nearest ___ paise. For this purpose, the price would include the Ex-refinery price, duty as applicable, marketing charges, surcharges and profit element in price build up but would be exclusive of sales tax, octroi and delivery charges.

v. Sales-tax, as applicable would be recovered from the customers.

On the basis of the above, in respect of supplies from refineries/contiguous installations where hot loading takes place the firm shall allow TVA relief in its bills submitted to the concerned Paying Authority of the Zonal Railway, as applicable to the general trade in accordance with the formula approved by the Ministry of

Petroleum and Natural Gas. In view of this, the consignees who receive the stores at destination should not record any shortages on account of hot loading of the product at the refineries/contiguous installation. This will apply in the case of all rail/sea despatches and also in Corporation/Contractor's tank trucks for delivery at consignee's premises.

It may also be noted that the TVA relief will be extended only subject to the existence of hot loading at the aforesaid refineries/installations and will vary depending upon the variation in the ceiling selling prices as notified by the Government of India from time to time and will be subject to any decision that the Ministry of Petroleum and Natural Gas may take in the matter in future. The supplier will furnish the Rate per KL HSD in RR or challans while providing TVA relief to the consignee.

28. 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.

29. **Spill- Proof Fuelling Arrangement :**

Firm on whom rate contract is finalized should install and maintain in working condition, at least two devices per RCD for spill fuelling arrangement: Specification no. MP-0.4100.10 (Rev.-00) August 2017, developed by RDSO to avoid spillage of HSD during handling/fuelling.

30. **Total Fuel Management arrangement (TFM) :**

30.1 Firm on whom supply orders placed by the zonal railway for supply of HSD is to set up a mechanism for receipt, stocking and issue of HSD oil at the concerned RCD on the concept of Total Fuel Management operated by OMCs within the time period indicated at the group of RCDs **from Sr. No. 1-17 indicated in Table B**. For setting up of TFM to the extent possible, the existing facilities to be utilized at the concerned RCD by the oil company. Special conditions for receipt, stocking and issue of HSD Oil on the TFM of RCD of IR is enclosed as **Annexure-IV**. The concerned Zonal Railway may evolve JPO based on **annexure IV** and implement TFM with concerned oil company at the notified RCD in the tender. The contract period is **3 years** from the date of issue of RC extendable by one year at Railway's option and further extendable by one more year by mutual consent.

30.2 Successful tenderer will be required to implement TFM and take over the RCD with in a period of 6 months from date of issue of contract, subject to further **two extension** of 3 month in case of delays not attributable to successful tenderer. If the firm made all efforts to implement TFM and cause of delay is beyond their control, Administration may consider further extension of time period to implement the TFM.

30.3 Penal Clause for delay/default in implementation of TFM at particular RCD:

(i) The stipulated period of **6/12** months to implement TFM and to take over particular RCD will be reckoned as mobilization period for TFM and in this period, Zonal Railways will continue to operate the RCD as in pre-TFM period.

(ii) In case successful tenderer fails to take over feasible RCD on TFM basis in this period of 6 months, the contract will be liable to be cancelled and a penalty of Rs. 5 lakh will be imposed.

(iii) Railways shall also have right to award the RCD to next higher acceptable tenderer at the rates of the lowest acceptable tenderer. In such a case 2nd lowest tenderer will be given a further period of 6 months to take over the RCD.

(iv) If TFM site by successful tenderer is not found implementable due to unfeasible location as confirmed by concerned Zonal Railway, that RCD will continue to be operated as Railway operated RCD.

30.4 During the mobilization period in implementation of TFM at RCD, the clauses related to supply, accountal and payment of HSD is listed in the tender document under Special Condition of tender (Annexure-I) is applicable. Once TFM implemented, the clauses relevant indicated in the **Annexure IV** will be made applicable.

30.5 Explosive clearances/Licenses of all RCDs over IR issued are available, Accordingly, all RCDS are in operation as on date. However, in case if there is any further requirement of any compliance to statutory obligations, the same is to be complied/obtained by OMCs as indicated under clause 4.1 and clause 4.2 of Annexure IV Special Condition for receipt, stocking and issue of HSD Oil under TFM. Dy.CME/Dy. CEE of the Zonal Railways looking after fuel shall render all assistance to the successful tenderer in implementing TFM.

30.6 TFM implementation will be considered as completed when the following three conditions are fulfilled:

a. Inventory has been taken over by the OMCs.
b. Erstwhile Railway staff from the RCD has been withdrawn by railways and manning of RCD has been completely taken over by the OMCs.
c. Billing has commenced as per issuance of HSD directly to Locomotives by the OMCs.

30.7 Any augmentation in storage capacity is not envisaged at present. However, in case of any future requirement related to augmentation of existing infrastructure at RCDs same will be dealt separately outside the purview of this tender.

30.8 The clauses related to Delivery (clause 5) transit risk (clause 6), transit insurance (clause 7), Delivery at consignee premises (clause 12), of Special Conditions of tender are applicable for pre TFM period (Mobilisation period) and for Railway operated RCDs also.

Post TFM, the receipt, stocking and issue of HSD oil is as per clauses indicated in Annexure-IV of tender schedule

30.9 Railway has the right to close the RCD/RCDs if rendered redundant during the currency of the contract.

31. **Progress Report:**

The contractor shall, as per Clause 2000 of IRS conditions of contract, furnish to the Director, Railway Stores (M), Railway Board, Rail Bhavan, New Delhi, by the 10th of every month, monthly statement (preferable on a Excel work-sheet through E-mail) 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.

32. **Acknowledgement:**

Please convey your unqualified acceptance as in Performa indicated in Annexure 'VI' addressed to the President of India through Director, Railway Store(M), 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.

Encls: Annexure I to VI + (A & B)

S Verma

(Sunil Kumar Verma) 4/9/15
Director, Railway Stores (M)
For & on behalf of the President of India

ANNEXURE-I

SPECIAL CONDITIONS OF CONTRACT

1. Force Majeure Clause:

If 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. 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.

3. Arbitration:

Para 2900 of IRS conditions of contract shall be applicable.

3.1 As per clause of IRS conditions of the contract revised through Railway Board's letter No. 2018/TF/Civil/Arbitration Policy dt 12.12.2018.

3.2 In case of any dispute in the contract with PSUs the following arbitration clause will be applicable. In the event of any dispute or difference relating to the interpretation and 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 Government 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 dispute, provided, however, any party agreed 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, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary were so authorized by the authorised by the Law Secretary whose decision shall bind the parties finally and conclusive.

3.3 The purchaser (s) also reserves the right (i) to enter into parallel contracts(s) simultaneously or at any time during the period of the rate-contract with one or more tenderer(s) as he / they may think it and (ii) to place adhoc contract or contracts simultaneously at any time during the period of this contract with one or more supplier(s) / tenderer(s) for such quantity and such item, or items and the Ministry of Railway (Railway Board) whose decision shall be final, may determine.

4. **Dispatch of Railway Receipts:**

Railway Receipts will be dispatched to the Indentor/consignee by registered post. Telegraphic advice will also be sent to consignees providing details of RRs and wagon numbers to enable the consignee to unload the consignments. Demurrage changes incurred due to delay in receiving RRs sent by registered post will be to buyer's account. If any indenting officers so desires, the firm can sent RR by ordinary post to enable the indentor to get the same quickly. RRs will be dispatched promptly after receipt from the Railways.

5. **Certificate to be given by indentor:**

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

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

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:**

a) 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.

b) In case of rail consignments, firm shall be responsible and liable for such shortage, damage or deterioration only if the consignment has been booked under "said to contain RR" as a full wagon load and the Railway seals of the wagons are found intact at the destination station. In that case a notice is to be served on the supplier by Regd. post indicating the date of the seals of the wagons being found intact and the details of shortage, damage or deterioration, as the case may be, as early as possible, but in any case before the expiry of 30 days from the date of taking delivery from the Railway.

c) In all other cases of rail consignments, the firm will not be responsible and liable for any shortage, loss, damage or deterioration concerning in transit and the matter will be taken up by the consignee expeditiously with the concerned Railway Administration.

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. **Maintenance of Bulk storage and dispensing installations & annual user charge:**

a) The Railways would prefer allocation to the firm at such locations from where supplies are being drawn by virtue of having provided bulk storage & Dispensing facilities or have been traditionally supplying for the past many years or have agreement for the supplies. However, Railways can allot such RCDs which are free from assured off-take guarantee to any of the firm as deemed fit with provision of adequate safeguard by taking an undertaking of long term maintenance of RCDs along with a covering bank guarantee of Rs.28,50,000/- FOR TANKAGE UPTO 140KL; HOWEVER FOR TANKAGE MORE THAN 140 KL, BANK GUARANTEE IS TO BE GIVEN AS PER FOLOWING FORMULA:3X{9,50,000 + 661(TANKAGE in KL-140)} so as to cover the major repair expenditure if firms do not attend the RCDs properly due to short term business consideration.

For example; Bank Guarantee for 500 KL Tankage as per formula :

= 3 X {9,50,000 + 661 (500-140}

=35,63,880/-

If for any unforeseen reasons, the Oil Company whose RCD is under assured offtake guarantee, either fails or refuses to supply the material to that RCD, and if other Oil Company is allowed to supply to such RCD not installed by them, in that case, for using such facilities, they will be required to pay an annual user charge as determined by Railways from time to time. At present annual user charges are of Rs.950,000/- for tankage upto 140 KL and Rs.661/- per KL for additional tankage.

b) In the event of inadequate maintenance by a firm or refusal to do so, the Bank Guarantee can be forfeited by the Zonal Railway.

c) Firm on whom Rate Contract will be placed will undertake the proper maintenance / repair of the storage and dispensing installations / facilities including change of tank if necessary at their cost to the entire satisfaction of the consignees. Such maintenance will also include their replacement/renewal of accessories like motors, pumping units,

impellers, valves and spare parts of the flow meters in the event of their normal wear and tear. The Zonal Railways, however, shall ensure the safe handling of the equipment and avoid any damage and loss due to negligence, theft etc.

(d) The term "Tankage" in para 10 (a) above, implies to the sum of capacities of all the tanks available in the particular RCD.

(e) This clause is not applicable to PSU OMCs in regard to Bank Guarantee submission.

10. **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.

11. **Certificate of Genuineness asnd Correctness of Railway Receipt No and Date**

Supplier firm will furnish the following certificate on the bills to the concerned Paying authority of the Zonal Railway/Prod Units, firm have examined and verified that the goods in respect of which the payment is being claimed have been actually despatched by them Under RR No. _____ dated. _____ which has been forwarded to the Consignee mentioned on the contract under Registered A/D letter on____. Firm undertake responsibility for the genuineness and correctness of the RR Details. The responsibility in this regard will rest with firm as the contractor.

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

13. All charges on account of handling of supplies of POL products for delivery into wagons on rails at places of despatches shall be borne by the contractor.

14.. The supplies are to be booked in full wagon load wherever possible by the most economical routes failing which the contractors will render themselves liable for the whole or any part of any avoidable expenditure caused by such default.

15. In respect of all consignment placed F.O.R. station of dispatch it is essential that packing notes shall be furnished to the consignee. The Railway Receipt should be forwarded to the consignee immediately after dispatch of stores. It shall also be the endeavor of the contractor to obtain clear Railway Receipt from the Railways in respect of dispatches made by them.

16. In respect of supplies in tank wagons, the contractors should insist on dip-stick measurement being specified in the Railway Receipt and should also include this information in their invoices.

17. **Labeling of Wagons:**

ALL WAGONS/TANK WAGONS SHOULD BE DULY SEALED AND LABELED BEFORE DESPATCH.

The labeling of wagons before delivery/ despatch shall be carried out by the contractors free of all charges as below:

Tank wagons be labeled / marked showing

(i) Consignee name and address
(ii) Contents in terms of ltrs.
(iii) Nomenclature of the stores.

ANNEXURE – II

DETAILED INFORMATION TO 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 cost to be indicated
12. Delivery at / F.O.R. station of dispatch 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. dispatch 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 cost 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- III

General instructions for information and Guidelines TO DDOs

All Direct Demanding Officers authorized 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 invariably be 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. They are authorized to operate direct on the suppliers in a phased manner to the extent of the nearest FOR station of dispatch. 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.

7. 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.

Annexure-IV

SPECIAL CONDIITION FOR RECEIPT, STOCKING AND ISSUE OF HSD OIL UNDER TFM OF RCD OF IR

Para No	DESCRIPTION
1.0	**Applicability :-**
1.1	These conditions will be applicable for RDI concerned and related oil company for accepting the following terms and conditions to store and supply of HSD oil in diesel locomotives/Powers cars under Rate contract with TFM.
1.2	In future, if the RDI is nominated for use of bio diesel accordingly oil company will arrange inventory of bio diesel stocking and dispensing blended HSD in locomotives.
2.0	**Procurement of HSD oil :-**
2.1	Railway will place the purchase order of HSD oil on the oil company against Railway Board contract concluded by the Railway Board for the applicable period. However, all inclusive price payable to oil company will be the lowest all inclusive price of OMCs for that location.
3.0	**Inventory of HSD oil and operation of RDI :-**
3.1	Responsibility of operation of RDI will be of oil company. This includes maintenance of RDI, All safety aspects to be followed in RDI.
3.2	Oil company will be responsible to maintain sufficient inventory of HSD oil and deploy manpower for decanting, testing, delivery of the HSD oil in the locomotives/Power cars and maintain appropriate record.
3.3	Inventory of HSD oil in RDI will be owned by oil company and Railway will pay for consolidated Billing on regular basis, as per the issues of HSD oil to locomotives/Power cars.
4.0	**Taxes, Registration and license :-**
4.1	OMC will be responsible for obtaining PESO clearance for the RCD. Necessary application will be made to PESO by Railway or OMCs as per statutory requirement.
4.2	Oil company will be responsible for complying with all statutory regulations.
5.0	**Facilities to be provided by the oil company: -** Oil company will provide the following facilities in RDI.
5.1	Automation of fuelling pattern.
5.2	Pump house with suitable manifold, having two main and one stand by pump of sufficient capacity to cater to the flow requirement of min 400 LPM at farthest point.
5.3	Electronic type high accuracy weight and measures certified Flow meter (01 as stand by) along with 02 calibration drums of 200 ltrs capacity.
5.4	Adequate man power and one Incharge in RDI will be provided to operate the RDI and fuelling in locomotives/Power cars.
5.5	Availability of tank lorry decanting bays with shed and Earthing system as per IS: 3043 for petroleum installations should be ensured at the RDI.

	Availability of firefighting system in place in RDIs as per Railway Board letter No 2009/Safety (DM)/6/4/CM dated 03.12.2009 should also be ensured.
6.0	**Automation :**
6.1	On line real time monitoring of dip levels/density of oil in the tanks.
6.2	Reports giving details of fuelling transactions will be provided by the oil companies.
6.3	Activity log for fuelling in locomotive shall be available online for each fueling point.
6.4	The delivery made to each loco shall be available online, accessible to concerned Railway officials.
6.5	For cross check and keeping a manual account, oil company will take signature on fuel delivery note from each LP for the quantity delivered. The same can be tallied with the online data as a confirmation of quantities.
7.0	**Issue of HSD oil :-**
7.1	Demand of HSD oil in locomotive will be placed by RDI incharge through walkie-talkie/ Railway phone/DOT phone. In addition to the above the information about quantity of HSD oil to be issued should also be given electronically.
7.2	Oil company staff will remain present at the fuelling point, on arrival of locomotive or will reach to that fuelling point where locomotive is already available and check the quantity of HSD oil in fuel tank of locomotive.
7.3	Quantity of HSD oil to be issued will be conveyed to oil company staff at RDI, who in turn will prepare for issuing the said quantity by inputting the value of quantity demanded, in flow meter. The same value shall be captured by the hand held device of oil company at fuelling point in yard and also by on line computer at crew lobby.
7.4	Oil company staff will open the cap of fuel tank of locomotive and also connect the fuel delivery pipe with fuel filling pipe through adopter.
7.5	After receiving necessary quantity of HSD oil in fuel tank of locomotive, fuel delivery pipe will be detached.
7.6	Oil company staff will also feed the loco no, train no, crew ID, name, HQ, arrival time of train, placement of loco on fuel point and fueling completion time etc., and obtain the print out from his hand held device which will be signed by Loco Pilot and Crew Controller (Code of Crew Controller to be mentioned) with stamp and also counter sign the fuelling details in trip card of locomotive as per existing practice. The details will be captured by online computer in crew lobby.
7.7	In case of any dispute between Loco Pilot and Fuel Issuing oil company, train will be started within scheduled halt time and thereafter will be flagged with nominated official by Sr. DME (P) and Oil company representative. The disputed fuel transaction will be indicated with a notification pending for resolution. Nominated resolution officials will jointly inspect the transaction and resolve the issue within 24hrs of

	occurrence. Any shortfall/ excess quantity under dispute between IR and Oil company should be adjusted in 10 days statement for making payment.
8.0	**Maintenance of RDI and Fuelling points:**
8.1	Maintenance and cleaning of RDI and fuel points will be managed by oil company.
8.2	Flow meters and calibration drums shall be calibrated quarterly as per existing norms.
8.3	One Railway Staff will be deputed in RDI for supervision of all transaction and decanting of HSD oil.
9.0	**Payment and Billing.**
9.1	The signed fuel issue slips will be submitted in each shift to CCR of Lobby. Total HSD oil issued in shift needs to be tallied with online values in computer in lobby.
9.2	On the basis of the tallied fuel issue slips, a consolidated INVOICE for the day will be generated after every 24 hours preferable at 16 Hrs. daily. Invoice shall have details of purchase order paced by concerned zonal Railway against Railway Board contract. This will facilitate the proper accountal of payment against purchase order. Consolidated monthly statement is needs to be generated jointly indicating opening balance of purchase order quantity, HSD oil issued during the month and remaining quantity of the purchase order.
9.3	In case of any difference in quantity, the matter needs to be settled on weekly basis between the oil company and authorities of Mechanical Dept. of concerned division.
9.4	The bills will be submitted by oil company to FA&CAO of the Railway within 3 days and payment will be made to oil company.

9.5 **10 days statement of HSD oil issue needs to be submitted by Sr. DME(P) to Mechanical and Accounts Branch of concerned Railway HQ office in given format to verify the issued quantity for payment.**

Sr. No.	Date	Shift	Invoice No.	Doc. No.	Opening Flow meter reading	Closing Flow meter reading	*Qty. In Ltrs*	P.O No. Qty & DP	Bal. Qty of PO

10.0	**Testing and Inspection**:
10.1	Oil company will bring the specified HSD oil in the RDI in truck lorries/rail wagon, which will be decanted in storage tanks of RDI, after necessary testing of HSD oil with water soluble paste, colour comparison test and density test before decanting, as prescribed in current RC. Such testing will be jointly done by Railway and Oil company staff and the statement will be signed jointly. Sample testing of HSD oil at nozzle point as mentioned above will be done randomly.

10.2	Officials of Railway can inspect the truck lorry/wagon at the time of decanting and also ask to conduct tests from each road tankers compartment/Rail wagon, with water soluble paste, colour comparison test and density test before decanting of HSD oil and may inspect and ask for similar tests of the stored HSD oil in storage tanks.
10.3	Any official of Railway can inspect the HSD stored and the record maintained in RDI.
10.4	For random checking of product decantation and loco fuelling, oil company will provide the online real time monitoring system of dip levels/ density of the tanks.
10.5	Details of every fuel transaction will be provided online.
11.0	**Calibration and painting :**
11.1	Calibration of storage tanks, measuring instruments will be done as per guidelines contained in Railway Board JPO no. 2006/Fuel/282/ 5 Pt, dated-9.3.2010.
11.2	Painting of storage tanks, pipelines and valves will be done as per Railway Board JPO-2006/Fuel/282/ 5 Pt, Dated-9.3.2010.
11.3	Painting of RDI building will be done after every 3 years
11.4	If delay in above works will be for more than 3 months after due date the penalty ***@ 2% of value of the storage capacity of storage tank per month*** will be imposed on Oil company for delay in work in every month.
12.0	**Right of Ownership:**
12.1	Oil company shall not have any right of ownership on the land in any manner during/after the contract period. Oil company shall not have any right of ownership on the facilities like permanent structure and temporary facilities beyond the contractual period.
13.0	**Use of Railway Land:**
13.1	Oil company shall not have any right to use the land of RDI for any other commercial or non commercial activity. Storage tanks installed in the RDI will be used only for storage of HSD oil/bio diesel which needs to be used for concerned Railway. Ownership on the land in any manner during/after the contract period will remain with the Zonal Railway only.
13.2	In case of breach of contract with Railway, the right of ownership on the facilities like permanent structure and temporary facilities provided in the RDI will remain with the concerned Zonal Railway only.
14.0	**Trespass:**
14.1	Oil company shall, at all times, be responsible for any damage or trespass committed by his agents and workmen in carrying out the work, unless such trespass is occurred during the fuel related operation work.
15.0	**First-Aid:**
15.1	Oil company shall maintain, in a readily accessible place, first aid appliance including an adequate supply of sterilized dressing and sterilized cotton wool. The appliance shall be placed under the charge of responsible person who shall be available during working hours.
16.0	**Security of material/ insurance**
16.1	Oil company shall be fully liable for security of infrastructure, facilities and product stored in the RCD in his custody. Oil company shall be responsible for any kind of loss, pilferage of HSD oil or damage or any calamities in the RCD. Railways shall in no way be responsible for any loss, pilferage of HSD oil or damage in the RCD including ancillary equipment and utilities.

16.2	Oil company shall have to make adequate security arrangements, deployment of security guards, notice boards/ warning board, lights, etc. as deemed necessary, for ensuring the security of the RCD consumables etc.
16.3	Proper locking arrangements of fuelling points shall be ensured by oil company in the station concerned.
16.4	Oil company staff will always display an identity card provided by the Operator and wear the defined uniform.
17.0	A token amount of Rs. 1000/- will be recovered from OMCs HSD bills for each incidence of detention of train reported in ICMS on account of delay in fueling beyond 5 minutes of stipulated time.

ANNEXURE-V

PROCEDURE FOR TANK WAGON UNLOADING

A. **Preparation on receipt of Tank Wagon Despatch Advice :**

1. Calculate expected haulage in storage tanks at the time of expected arrival of tank wagons.
2. Inform personnel associated with decantation of tank wagon operations on expected time of placement.
3. Check pumps and pipeline systems for proper working.
4. Check and ascertain availability of adequate nos./fit tank wagon decanting hoses required for handling the type of product expected.
5. Hose pipe used of Lube Oil Service should not be used for diesel.
6. Hose pipe must have proper colour coding.
7. After placement of tank wagons at Siding :
8. Place "CAUTION' and "NO SMOKING" sign-boards at open ends of the tank wagon decanting siding.
9. Apply hand brake to tank wagons on each end of the spur, to avoid any accidental movement of tank wagons during decantation.
10. Ensure adequate number of sand-scoops and DCP type fire extinguishers are available at siding.
11. The tank wagon should have details of name of products, quantity, dispatch location etc. Record the details in relevant document.
12. Check top and bottom seal of tank wagons for intactness.
13. Prepare unloading tally sheet, check paste-on label and tally with loading sheet.

B **Unloading Operations :**

1. Check earthing conditions of siding spur.
2. Place trays/buckets below the tank wagon bottom flange.
3. Open manhole cover.
4. Remove tank wagon bottom blind flange / dummy plate.
5. Crack open bottom valve to check its working. Keeping bottom valve in crack open condition, check master valve (top Valve) for its working.
6. Take bottom sample of tank wagon in clean glass jar.
7. Product should be satisfactory with respect to grade, appearance, absence of water and sediments.
8. If the test result are satisfactory, proceed to take gross and water dip of each tank wagon and record the same.
9. If the sample fails in the test, draw top, middle and bottom sample and test. If repeat sample is not satisfactory, drain out some product into the bucket from the bottom and repeat the exercise. If not satisfactory, contact the Dispatch Location / IOC Office for further action.
10. Connect hoses to tank wagon bottom and ensure that the other end of hoses is connected to the proper product riser.
11. Open master and bottom valves of the tank wagon and valves of pipeline at riser/header.
12. Drained product may be allowed to settle for water/sediment before transferring clean product back to tank wagon.

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ANNEXURE-VI

We unconditionally accept the Contract No.RS(POL)/58/0501/2/2023/00615 dated 02.09.2025 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 _____

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ANNEXURE-A

Post Negotiated Rates (Rs./KL) of TFM RCDs									
SN	**Location**	**Basic Rate**	**Discount**	**ED**	**Negotiated Other Charges**	**Freight**	**VAT**	**Offer Qty.**	**All Inclusive Rate**
1	MAJN(SR)	59302.54	150	15800	5300	0.00	15443.97	6224	95696.51
2	LDH,LOBBY(NR)	60356.47	150	15800	5300	0.00	13620.61	10719	94927.08
3	JP,NEW(NWR)	60061.26	150	15800	5300	0.00	14351.69	33207	95362.95
4	SRE,DN(NR)	61072.81	150	15800	5300	0.00	14607.30	4686	96630.11

ANNEXURE- B

PRIORITY OF FIRMS AGAINST EACH RCD									
Group	RCD	Assured off-take upto-	Existing RC Holder	Ranking of Firms					
				IOC	BPC	HPC	RIL	MRPL	NAYARA
1	VSKP,SHED (ECOR)	Free	IOC	1	NA	NA	NA	NA	NA
2	GTL, YARD+SHED (SCR)	Free	HPC	NA	NA	1	NA	NA	NA
3	KANKARIA(WR)	Free	RIL	NA	NA	NA	1	NA	NA
4	VTA (WR)	Free	HPC	NA	NA	1	NA	NA	NA
5	GIMB,SHED WR	Free	NAYARA	NA	NA	NA	NA	NA	1
6	BTD(WR)	Free	RIL	NA	NA	NA	1	NA	NA
7	MAJN(SR)	Free	BPC	NA	1	NA	NA	NA	NA
8	SKLR(SWR)	Free	MRPL	NA	NA	NA	NA	1	NA
9	LTT(CR)	Free	HPC	NA	NA	1	NA	NA	NA
10	PNVL(CR)	Free	RIL	NA	NA	NA	1	NA	NA
11	JUC(NR)	Free	IOC	1	NA	NA	NA	NA	NA
12	LDH,LOBBY(NR)	Free	BPC	NA	1	NA	NA	NA	NA
13	ABR,YARD (NWR)	Free	IOC	1	NA	NA	NA	NA	NA
14	JP,NEW(NWR)	Free	BPC	NA	1	NA	NA	NA	NA
15	JU(NWR)	Free	IOC	1	NA	NA	NA	NA	NA
16	SRE,DN(NR)	AO/BPC/2029	BPC	NA	1	NA	NA	NA	NA
17	DBRG (NFR)	Feb/IOC/2026	IOCL	1	NA	NA	NA	NA	NA