REGD POST

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

No.RS(POL)/58/0507/2017/00532 New Delhi, dt. 31.3 .2017

M/s. Bharat Petroleum Corporation ltd,
Bharat Bhawan, 4 & 6,
Currimbhoy Road,
Ballard Estate,P.B.No.688,
Mumbai-400001.

Sub:	Running Contract of even number for supply of Suspension Bearing Oil/Turbine Oil (for Rolling Stock Applications) for placement of supply order within one year from placement of RGC against advertised e-tender No. 2017 SBTO TC opened on 21.11.2016.
Ref:	i) Your e-bid No. 005793306 dated 16.11.2016. ii) Board's Counter Offer No. RS(POL)/058/0507/2017 dated 02.03.2017 iii)Your acceptance letter No.LS.Rly.507.2017dated10.03.2017

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-28 there-of, 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.

(Rajiv Kad)
Director Railway Stores (W)
Railway Board.
For and on behalf of President of India.

DA: 2 Copies of the Contract

No.RS(POL)/58/0507/2017/00532 New Delhi, dt. 31. 3 .2017

Copy together with copy of the contract is forwarded to:

1. Director General (MP/M&C), RDSO, Min. of Rlys., Manak Nagar, Lucknow - 2 Copies.
2. FS(III) Branch, Railway Board, New Delhi.

3. Indentors: -

i. COS/Central Railway, Mumbai.
ii. COS/Eastern Railway, Kolkata.
iii COS/East Central Rly, Hajipur
iv COS/East Coast Railway, Bhubaneshwar.
v. COS/ Northern Railway, Baroda House, New Delhi.
vi COS/ Southern Railway, Chennai.
vii. COS/South Central Railway, Secunderabad.
viii. COS/ Western Railway, Mumbai.
ix. COS/West Central Railway, Jabalpur.

4. M/s Bhatat Petroluem Corpn. Ltd., Lubes HQ-Institutional Sales, Lubricants Departments, ECE House, 28A, K.G. Marg, Connaught Place, New Delhi-110 001.

DA: As above.

(Rajiv Kad)
Director Railway Stores (W).
Railway Board.
For & on behalf of the President of India

No.RS(POL)/58/0507/2016/00532 New Delhi, dt.31.03.2017

Copy forwarded to:

1.Paying Authority:

(a) FA&CAO, Central Railway, Mumbai.
(b) FA&CAO, Eastern Railway, Kolkata
(c) FA&CAO, East Central Railway, Hajipur.
(d) FA &CAO,East Coast Railway, Bhubaneshwar.
(e) FA&CAO, Northern Railway, Baroda House, New Delhi.
(f) FA &CAO, Southern Railway, Chennai.
(g) FA &CAO, South Central Railway, Secunderabad.
(h) FA&CAO, Western Railway, Mumbai.
(i) FA&CAO, West Central Railway, Jabalpur.

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

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

For Financial Commissioner/Railways

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

No.RS(POL)/58/0507/2017/00532 New Delhi, dt. 31.03.2017

M/s. Bharat Petroleum Corporation ltd,
Bharat Bhawan, 4 & 6,
Currimbhoy Road,
Ballard Estate,P.B.No.688,
Mumbai-400001.

Sub:	Running Contract of even number for supply of Suspension Bearing Oil/Turbine Oil (for Rolling Stock Applications) for placement of supply order within one year from placement of RGC against advertised e-tender No. 2017 SBTO TC opened on 27.11.2016.
Ref:	i) Your e-bid No. 005793306 dated 16.11.2016. ii) Board's Counter Offer No. RS(POL)/058/0507/2017 dated 02.03.2017 iii) Your acceptance letter No. LS. Rly.507.2017 dated 10.03.2017

I am to inform you that your above cited offer against e-tender No. 2017 SBTO TC opened on 21.11.2016 has been accepted to the extent of items, quantities, specifications, prices and on the terms and conditions detailed hereunder:-

1. Running Contract No. & Dt. **No.RS(POL)/58/0507/2017/00532 dt. .03.2017**

2. Purchaser : The President of India

3.(a) Name & Address of the contractor : M/s. Bharat Petroleum Corporation ltd,
Bharat Bhawan, 4 & 6,
Currimbhoy Road,
Ballard Estate,P.B.No.688,
Mumbai.400001

(b) Fax No. 022-22713874

4. Purchaser's reference : i) Railway Board's e-tender No. 2017 SBTO TC opened on 21.11.2016
ii) Board's Counter offer NO.. RS(POL)/058/0507/2017 dated 02.3.2017.

5. Contractor's offer No. and other ref: i) Your e-bid No.005793306 dt 16.11.2016
ii) Your acceptance letter No.LS. Rly.507.2017 dated 10.03.2017

6. Conditions Governing : TE & IRS Conditions of contract as amended to date read with conditions of contract including Annexures II to IV.

7. Particulars of order and prices:

SUSPENSION BEARING OIL/TURBINE OIL (FOR ROLLING STOCK APPLICATIONS)

Item S.No.	Description of Stores	Specifications	Unified PL No.	Base Qty (in Kls)	ALL INCLUSIVE RATE (RS PER LTR) F.O.R. DESTINATION BASIS
(1)	(2)	(3)	(4)	(5)	(6)
1	Turbine, Oil MAK Turbol 78	Meets IS:1012-1993, (reaffirmed 1998)	80013820	183.00 (PACKED)	Rs.122.74

Note:

i. The prices stipulated above are inclusive of ED @ 14.0% & VAT @ 13.5%. Freight Nil.
ii. Rights are reserved to cancel the allocations in RGC, if it is decided to use more cost effective lubricants.
iii. Validity of placement of supply order against RGC is one year from placement of RGC.
iv. Delivery commencing within 30 days upon receipt of supply-orders. Monthly rate of supply on pro-rata basis.
v. Free bulk storage-cum-dispensing facilities will be provided/maintained by contractor, free of cost.

8.0 Prices:

The basic prices are with price variation clause with base month September,2016 as per formula mentioned below. PVC bills, if any, are to be supported by requisite documentary evidence towards Exchange Rate and Customs Duty variations.

P1=PQ +0.96x (B01 *EXRATE1*(1 + CUSDUTY 1/100) –
BOQ *EXRATEQ *(1 +CUSDUTY Q/100))
*0.8977x0.001

Where

P1= Basic price of finished product applicable for a quarter in Rs/Ltr

PQ =Basic price of finished product in the previous quarter in Rs/Ltr.

BO1.CUSDUTY1= International price of base oil SN 500 on FOB Asia (Export) basis in USD/MT as per average ICIS LOR quote for the first 2 weeks of the month preceding the quarter & %age customs duty at that time.

BOQ,.CUSDUTYQ =International price of base oil SN 500 on FOB Asia (Export) basis in USD /MT,as per average ICIS LOR quote for the first 2 weeks of the month preceding the previous quarter & %age customs duty at that time.

EXRATE 1., EXRATE Q Re/USD Exchange Rate=	Average RBI reference exchange Rate in the site (http:/www.rbi.org. in/home.aspx) for the first two Fridays of the month (Reference ICIS LOR quotes) preceding the respective quarter. In case rates are not published for the said day, the immediate preceding published figure will be considered.

A quarter is to be taken as Q1 (January- March), Q 2 (April – June) Q3 (July- September) and Q 4 (October – December).

MT/KL conversion factor= 0.8977

KL/Ltr conversion factor= 0.001

9. **Excise Duty:**

Prices stipulated above inclusive of ED & VAT which shall be paid as legally leviable at the time of supply, subject to documentary evidence.

i. The price quoted by the tenderers should take into account the credit availed on inputs under the CENVAT scheme, introduced with effect from 1.4.2000. The tenderer should give a declaration that any set off in respect of duties on inputs (as admissible under law), is being totally and unconditionally passed on to the purchaser, in the prices quoted.

ii. In the event of additional CENVAT credit being extended by the Government of India, to cover items ordered against present tender, the same shall be passed on to the purchaser. The bill for payment should accompany the following certificate:-

a) We hereby declare that no additional CENVAT benefit has accrued to us beyond what has already been taken into account while submitting our offer & incorporated in the rates shown in the contract.

b) We hereby declare that the additional CENVAT benefit of Rs. ..... per litre/kg has accrued to us beyond what was taken into account while submitting our offer & incorporated in the rates shown in the contract. We are passing on the same to the purchaser & the bill has been prepared accordingly.

10(a) : The provision of concessional CST for inter state purchases of Govt. department against form 'D' stands withdrawn by Govt. w.e.f 1.4.07 vide notification No.1/2007-CST-FNo.34/135/2005-ST. The rate of CST on inter state sale to Government Departments shall be the same as rate of VAT/Sales Tax applicable in the state of the selling dealer. It's however, desirable that purchase is sourced from locations so as to minimize the net impact of taxes. However, certain states have been still maintaining lower rate of ST/VAT on certain Railway specific items. Such provision if available may be availed.

(b) The purchaser will not be responsible for the payment of tax or duty made by the supplier under mis-apprehension of law.

(c) VAT as applicable will be allowed when becomes applicable in the states. Firms will pass on the credit as becomes available to them and submit a declaration that drawbacks as available to them after applicability of VAT has been passed on to Railways.

11. **Siding & shunting charges**: The prices are inclusive of siding & shunting charges & the same shall be borne by the supplier.

12. **F.O.R. Destination.** FOR destination rate are Rs.122.74 per ltr. for Packed supply.

13. **Packing:**

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

(ii) 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.

14. **Marking:**

i) Marking on the drums/cases will be as desired by the purchaser/ISI standard Trade Mark.
ii) The description of stores will be stenciled on such containers or package where possible and marking will be as per clause 5.2 of IS:720/86.
iii) Date/year of manufacture.
iv) Name of manufacturer.
v) Shelf life etc. as per practice.

15. Entry Tax/other statutory duty extra as applicable. Zonal Railways to make efforts to avoid entry tax while sourcing the product.

16. Octroi: Octroi, if levied shall be borne by supplier. However, Railways to arrange/provide/enclose form as applicable to avail concession/exemption in Octroi/Municipal taxes/Local levies etc.

17. Delivery:

i) Stores shall be delivered during contract period as per delivery dates to be indicated in supply-orders issued by various Railways or by Ministry of Railways (Railway Board). Delivery rate should be adjusted so that the delivery date as specified by the Railways in the respective supply-orders is not exceeded. Stocks of products on hand will be despatched immediately on receipt of supply-orders. The firm should ensure that every individual consignee gets his monthly quota irrespective of the total order on hand with them.

(ii) In case of despatch by rail, the date of RR (Railway-Receipt) will be taken as the date of delivery and for despatches by road, the date of receipt of material by consignee(s) will be taken as date of delivery.

18. Inspection :

(a)(i): The products on this Running Contract will be accepted on the basis of quality assurance programme of the firm. No third party pre-inspection will be carried-out before despatch. Products will be accepted on firm's furnishing a certificate on the invoices that 'Product meets with IS and contract specifications' to be signed by authorised officer of the supplier.

(ii): The certificate furnished by the firm shall explicitly confirm the following in respect of each batch:

Minimum requirement	Test method ASTM	Specification & Limits
Appearance	Visual	Clear & Bright
Colour	D1500	To report
Base oil used		Brand name & group
Test for rust	D665B	Shall pass the test
Kinematic viscosity@ a) 40^0 C cSt b) 100^{0}C cSt	D445	72.2-81.9 To report
Viscosity Index	D2270	Min. 100
Flash Point COC. ^{0}Cmin.	D92	210
Pour Point ^{0}C max.	D97	-6
Foaming characteristics max. Seq I 24^{0}C Seq II 93.5^0 C Seq III 24^{0}C	D892	 300/Nil 25/Nil 300/Nil
De-mulsibility	D1401	40-40-0(25)
RPVOT minutes,min.	D2272	400
Density@ 15^{0}C, gm/ml.max	D1298	To report

TAN. mg. KOH/gm.max	D974	0.3
Cu-corrosion @ 100^{0}C, 3 hrs. max.	D130	1
Air release value at 50^{0}C max. in minutes	D3427	12

(b) The purchaser may also depute his authorised representative from time to time for conducting quality Audit checks as per para 1300 of IRS conditions of contract.

(c) Indentor/Consignee Railways to send quality performance-reports of firms, inevitably to Board's office for appraisal in respect of the stores supplied against the contract.

(d) The consignee shall test each batch for the following:

Minimum requirement	**Test method ASTM**	**Specification & Limits**
Appearance	Visual	Clear & Bright
Colour	D1500	To verify
Kinematic viscosity@ a) 40^0 C cSt b) 100^{0}C cSt	D445	 72.2-81.9 To verify
Viscosity Index	D2270	Min. 100
Density@15^0 OC, gm/ml.max	D1298	To verify

In a particular batch, if the consignee find that the quality of oil do not meet the requirement, he should immediately intimate the supplier and paying authority the details of such rejections. Paying authority will take appropriate measures while clearing payments against subsequent supplies.

19. **Transit Insurance:**

i) 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.

ii) In any case, Rly. Will not pay for transit insurance and in case of despatch by rail, firm is supposed to book the material on clear RR. In case of missing/short receipt, firm/ consignee is required to lodge a claim.

20. **Weights and Measures :**

Weights/Measures as shown in the delivery/despatch documents shall be accepted by the Paying Authority subject to Clause 21 i.e. Transit Risk as a conclusive evidence of the quantity supplied/delivered for effecting payment. The purchaser may have the weights/measurements checked before the products leave firm's premises, if he so desires

21. **Transit Risk:**

i) The 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.

ii) In case of rail consignments, the 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.

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

22. **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 the 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 the firm in support of such action.

23. **Direct Demanding Officers :**

(a) The officers of the Railways authorised to issue supply-orders from time to time may place supply-orders directly against this contract. Orders from these officers should be complied with as soon as they are received. No confirmatory orders will be placed by this Ministry in such cases. The quantities that can be ordered by various Railways against this running contract will be restricted upto those shown in Annexure- I.

(b) While placing the supply-orders, Railways should invariably follow the instructions contained in Annexure-III and furnish the detailed information as indicated in Annexure – IV.

(c) The schedule of despatch containing name of the indentors, indent number and date and the qty of the stores to be supplied are given in the Annexure -I

24. Paying Authority:

The FA & CAOs of respective Zonal Rlys. & Production Units will make payments for all dispatches made for supply of the stores.

25. Payment Terms:

25.1 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

25.2. In case the deliveries are made through supplier's or their contractors' lorries, the bills will accompany copies of the contractors' delivery challans duly receipted by the consignee alongwith the firm's certificate as per clause-18 stipulated in contract schedule. Receipted delivery challans to be signed by respective Rly. consignees.

25.3 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.

26. **Temperature Variation Allowance (T.V.A)-**

TVA is allowed with co-efficient of expansion/contraction as 0.72ltr/degeree centigrade/Kl subject to the following conditions:-

i)Firm certifies on each and every invoice that billing is done for the volume at 29.5 degree centigrade.

ii) The temperature at the time of loading is indicated in the invoice duly certified by the firm.

iii) The coefficient of expansion/contraction adopted is as per the standard specification.

The example for clear understanding following 2 cases are given below;

Case 1 When loading temperature is more than the temperature at loco shed

Let us suppose loading temperature as mentioned on invoice : 40 degree C.
and Unloading temperature at loco shed : 35 degree C.
Let us assume qty as per invoice @ 29.5degree C : 10000 litres(10 KL)
Therefore, temperature variation is : -5 degree C i.e. dips level in tank lorry will be less than the dips at the time of loading.

Volume of expansion due to temp. variation; 5x10x0.72 Ltr = 36 ltrs.

This means that 36 ltr of product is required to be poured in from the tank lorry compartment & then see by taking dips whether there is any shortage or not. In case of any shortage, the same should be recorded on the invoice briefly describing the method adopted. Shortage should be necessarily countersigned by the driver of the tank lorry with his name.

Case 2 When loading temperature is less than the temperature at loco shed

Let us suppose loading temperature as mentioned on invoice : 35 degree C. and
Temperature at loco shed : 40 Degree C
Let us say assume qty.as per invoice @29.5 Deg.C : 10000 ltr.(10 KL)
Therefore temperature variation : (+)5 degree C i.e. dips level in the tank lorry will be more than the dips at the time of loading.

Volume of expansion due to temp.variation;5x10x0.72 Ltr =36 ltrs.

This means that 36 ltr of product is required to be taken out from the tank lorry compartment & then see by taking dips whether there is any shortage or not. In case of any shortage, the same should be recorded on the invoice briefly describing the method adopted. Shortage should be necessarily countersigned by the driver of the tank lorry with his name.

27. **Progress Report**:

The contractor shall as per clause 2000 of IRS conditions of the contract furnish to the Director Railway Stores (W), Railway Board, Rail Bhavan, New Delhi by 10th of every month, monthly Statement (preferably on a floppy 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. Copy of each of the report should also be endorsed to the paying authority and the controller of stores of each consignee Railway.

28. **Acknowledgement**:

Please convey your unconditional acceptance as in proforma indicated in Annexure-V addressed to the President of India through Director Railway Stores (W), Ministry of Railways (Railway Board), New Delhi endorsing a copy of the same to the paying authority. A copy of the contract duly signed on your behalf by an authorised person(s), with your seal duly witnessed by two persons on each and every page (including all annexures), duly initialed should be returned for record within 15 days of receipt of this letter.

(Rajiv Kad)
Director Railway Stores (W).
Railway Board.
For & on behalf of the President of India

Schedule of dispatch for Suspension Bearing Oil/Turbine Oil Rolling stock Applications against RGC **No.RS(POL)/58/0507/2017/00532, dt.31.03.2017** on M/s. BPC Ltd., Mumbai.

MAK TURBOL – 78

S.No.	Quantity (KLs) (in packed)	Indentors	Indent No. & date.
(1)	(2)	(3)	(4)
1.	14.00	COS/CR, Mumbai	13153155 dated 21.09.2015
2.	16.00	COS/ER,Kolkata.	05/15/5607/9/00729 dated 03.08.2015 & 05-15-1038/9/00731 dated 22.09.2016
3.	06.00	COS/ECR, Hajipur	11/15/1067/9/75020 dated 16.02.2017
4.	19.00	COS/ECOR, Bhubaneshwar	08164076 dated 19.08.2016 & 08154076 dated 08.01.2016
5.	36.00	COS/NR,New Delhi.	04120017700045 and 04140017700045 dated 02.01.2015 & 04150017700051 dated 21.01.2016
6	18.00	COS/SR, Chennai	10140022 dt. 21.08.2014 & 10/15/0022 dated 08.06.2016
7	28.00	COS/SCR, Secunderabad	80.15.1061 dated 23.09.2016
8.	12.00	COS/WR, Mumbai	24-14-2511-9-40023 dt. 09.06.2015 & 24/15/2511/9/40025 dated 03.05.2016
9.	34.00	COS//WCR, Jabalpur	80141009 dt. 12.02.2015 & 80151009 dated 20.06.2016
Total	**183.00**		

ANNEXURE – II

ADDITIONAL CONDITIONS GOVERNING THE CONTRACT

1. **SUPPLY – ORDERS**: Railways should place supply-orders complete in all respects and the same should be placed on the Divisional office of the supplier with a copy endorsed to their Head Office at Mumbai. The supply-orders should be placed at least 60 days prior to the date of expiry of the Running. Contract. Addresses of M/s BPC, where supply-orders may be placed by the indentors/DDO(s).

LIST OF REGIONAL TERRITORY OFFICES

Northern Region:

For NER, NCR & DLW	For NR	For NWR
Territory Manager (Lubes), Bharat Petroleum Corpn. Ltd., 17-A Hastings Road, Ashok Nagar,Allahabad,UP-211001. Tel. :-0532-2424716, Fax :- 0532-2424762, Email; manishk@bharatpetroleum.in	Territory Manager (Lubes), Delhi Direct, Bharat Petroleum Corpn. Ltd., 28-A KG Marg, Connought Place, New Delhi-110001. Tel. :-011-2371498, Email; guptapan@bharatpetroleum.in	Territory Manager (Lubes), Bharat Petroleum Corpn. Ltd., Old Residency Road,22 Godown, Jaipur-302006. Tel. :-0141-2740346, Email; bahala@bharatpetroleum.in

Western Region:

For WR/CR	For WCR	For SECR
Territory Manager (Lubes), Bharat Petroleum Corpn. Ltd., A Installation, SAPIInd Floor, Sewree Fort Road,Sewree East, Mumbai-400015. Tel. :-022-24176540 Fax :- 022-24176540, Email; khanwalkara@bharatpetroleum.in	Territory Manager (Lubes), Bharat Petroleum Corpn. Ltd., Sunny Side, P.B.No.17,7,ChitnisMarg, Civil Lines, Nagpur-440001. Tel. :-0712-2529458 FAX: 0712-2528144, Email; aptemm@bharatpetroleum.in	Territory Manager (Lubes), Bharat Petroleum Corpn. Ltd., Shaheed Veer Narain Complex, 1st Floor, Opp.Collectorate, Near Nagar ChadiChowk, Raipur-492001 (Chattisgarh) Tel. :-0771 4020689, Email; rameshb@bharatpetroleum.in

Eastern Region

For ER/SER	For NFR	For ECOR
Territory Manager (Lubes),Kolkata Direct,Bharat Petroleum Corpn. Ltd.,Bharat Bhavan, Plot No.31, Prince GulamMd Shah Road, Golf Green, Kolkata – 700095 Tel. :-033-24293171, Fax :-033-21493153/3173,Email; ananthak@bharatpeteroleum.in	Territory Manager (Lubes),Guwahati,Bharat PetroleumCorpn. Ltd.,House No.1, Anand Path, Behind MLA Hostel, Ganeshpuri, Guwahati-781006. Assam. Tel. :-0361-2234888/2131547 Email; nigama@bharatpeteroleum.in	Territory Manager (Lubes),Bhubaneshwar,Bharat Petroleum Corpn. Ltd.,AlokBharati Complex, 2nd floor, Shahid Nagar, Bhubaneshwar- 751007 (Orissa) Tel. :-0674-2547760 Fax:0674-2545663,Email; Kanotras@bharatpeteroleum.in

Southern Region

For SR	For SCR	For SWR
Territory Manager (Lubes), Bharat Petroleum Corporation Ltd., Chennai Direct, Southern Regional Officer, 1, Ranganathan Garden, Off. 11th Main Road,Post Box No.1212&1213, Annanagar, Chennai. Tel.:044-26216869 Email; saravanakp@bharatpeteroleum.in	Territory Manager (Lubes), Bharat Petroleum Corporation Ltd.,Secunderabad, AMM, Secunderabad, 45-A, Sarojini Devi Road,P.B.No.1511, Secunderabad – 500003(AP) Tel. :-040-27260707, Email; sudhakarbn@bharatpeteroleum.in	Territory Manager (Lubes), Bharat Petroleum Corpn. Ltd.,Belgaum Territory, Zadshahapur Post, Desur Post Belgaum, Karnataka-590014. Tel. :-0831-2494972 Fax :- 0831-2494972, Email; Karunk@bharatpetroleum.in

2. **STORAGE STABILITY:**

The supplier shall furnish following storage stability certificate in lieu of warranty. The various grades of Branded Lube oils offered by us through indigenous blending/manufacture are guaranteed to be suitable under normal storage conditions for atleast 12 months from the date the product is offered for inspection and will not show any signs of separation of ingredients or stratifications or loss of performance properties. It may, however, be mentioned that since these lubricants are additive bearing products, as per currently accepted trade practice, these lubricants must be stored in and every precaution should be taken to avoid contamination with water etc. during the entire period of storage. While the above stipulations will apply for all lubricating oils supplied through indigenous blending/manufacture, it is to be noted that sensitive products e.g cuting oils, transformer oils etc. should always be stored under cover. In the case of lubricantes supplied through indigenous/blending manufacture, the following certificate maybe furnished. We assure a storage stability of 6 months from the date the grease is stored in covered warehouse only with adequate protection from expospure to extremes of climate, exposure to rain and increase of seepage water. In case the user finds any problem through use of the lubricating oils supplied by----------
---------- due to inadequate storage stability under normal storage conditions as defined above, then the supplier take the responsibility of replacing such stocks free of charge at the concerned consignee's end'.

Whilst providing the above mentioned storage stability certificate for different batches of lubricating oils supplied by the supplier to the Railways. Supplier make all other necessary investigations through mutual discussions and agreement with the user, if there is any complaint regarding the storage stability of any product within the stipulated period

3. **Maintenance of bulk storage cum dispensing facility:**

The firm 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. Maintenance of storage cum dispensing facility is valid during the currency of the Rate Contract.

4. **OPTION CLAUSE:**

The purchaser may at any time during the currency of the contract, increase/decrease the ordered total quantity of each description of stores shown in the contract by not more than 30% of the ordered total quantity, at the same price, terms and conditions stipulated in the contract and the contractor shall be bound to supply the quantity so ordered according to revised delivery schedule advised by the purchaser fixed on the basis of contractual delivery schedule.

5. 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, fires, 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 purchaser 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.

6. RISK PURCHASE CLAUSE: Will be applicable to this contract as per IRS conditions of contract. The period for making risk purchase will be 9 months.

7. SUBMISSION OF BILLS:

a) The bills will be submitted by supplier firm to the respective FA&CAO(S) (nominated) of zonal Rlys./Prod. units regionwise and the payment will also be received by the suppliers accordingly.

b) Supplier in their own interest should furnish following certificate on the bills in respect of advance payment to the FA&CAO(S) (Nominated), in absence of which the bills are liable to be returned unpaid by the paying authority.

"Supplier firm have personally examined and verified and it is hereby certified that the goods in respect of which payment is being claimed have been actually despatched by firm drawing in favour of the consignee which is genuine and mentioned in the bill and that firm hold itself responsible for correctness of this statement".

Supplier firm further certify that the above mentioned RR no.....Air way consignment note no.....dated.....has been forwarded to the consignee mentioned in the contract under registered post AD on .....

8. **DESPATCH OF RAILWAY RECEIPT:**

The Railway receipt shall be despatched to Paying Authority alongwith the bill by registered post and a photocopy to consignee by ordinary post. Telegraphic advice will also be sent to consignees providing RRs and wagon nos. etc. to enable the consignee to unload the consignments.

9. **BOOKING INSTRUCTIONS:**

a) The suppliers are to be booked in full wagon load wherever possible by the most economical route, failing which the contractors will render themselves liable for the whole or any part of avoidable expenditure cost for such default.

b) Suppliers in smalls to the consignees Ex. MI/Blending plant Mumbai, Calcutta and Chennai will be made by the supplier on freight pre-paid basis and the payment of freight paid by the supplier will be reimbursed to them on the basis of suppliers' accountant's certificate to this effect in the bills. The supplier will furnish the number and date of RR in support on their claim of freight actually paid by them.

c) In case of wagon loads where orders are placed for F.O.R. station of despatch basis, the stores should not be booked freight pre-paid except when specifically asked to do so either by the purchase officer or indentor or consignee or in the case where Railway administration does not accept the goods freight-to-pay basis in case where pre-payment of freight is essential, Railway case Receipt should be forwarded in original to the Paying Authority alongwith bills.

d) Packing note shall be forwarded to the consignee. The Railway Receipts should be forwarded to the consignee immediately after despatch of the stores. It shall always be the endeavor of the supplier to obtain clear RR from the Railways in respect of despatches made by them.

9. **Certificate of Genuineness and Correctness of Railway receipt No. and date:**

The supplier firm will furnish the following certificate on the bills to the Paying Authority (Nominated) of the Zonal Railway/Production Unit(s) , 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 ---------- . The firm undertake responsibility for the genuineness and correctness of the RR Details. The responsibility in this regard will rest with the firm as the contractor.

11. 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.

12. 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.

13. 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.

14. In respect of all consignment(s) placed F.O.R. station(s) of despatch, it is essential that packing notes shall be furnished to the consignee. The Railway Receipt should be forwarded to the consignee immediately after despatch of stores. It shall always be the endeavor of the contractor to obtain clear Railway Receipt from the Railways in respect of despatches made by them.

15. 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.
ALL WAGONS / TANK WAGONS SHOULD BE DULY SEALED AND LABELED BEFORE DESPATCH.

16. **<u>LABELING OF WAGONS</u>:**

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

Tank wagons be labeled/ marked showing :

I. Consignee name and address.
II. Contents in terms of tons or litres.
III. Nomenclature of the stores.

X

ANNEXURE-III

GENERAL INSTRUCTIONS FOR INFORMATION AND GUIDANCE

1. All Railway officers including ACOS, DCOS of Zonal Railway authorised to draw supplies against this Running contract, are hereby advised that they should draw their requirement to the extent included in the schedule herewith by placing supply-bidders on the firm direct, copies of the supply orders on the contract holders should invariably be sent by Regd. Post Acknowledge 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 FA&CAO, Northern Railway, New Delhi under regd. Cover and the Inspection Authority.
b) The supply order should contain reference to the original contract.
c) In the copy of the orders for FA&CAO, Northern Railway, New Delhi please indicate the designation of the accounts officer through whom and the budget head against which the debit is to be raised.
d) Copies of each supply orders and correspondence relation there-to are not required to be endorsed to this office.
e) The description of the stores in the supply orders should correspond to the description given in the schedule.
f) In the event of failure on the part of the contract holder to make supply against particular supply order, the matter should be reported to this office in a self-contained letter for necessary action.

3. In all communications to this Running contract, supply orders and other relevant reference number and date must be quoted to facilitate disposals. However, practicable communication should be confined to a contract 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 Running Contract in respect of which they have been ordered as direct demanding officer and should not draw their requirements on the other RGC's wherein there is no specific provision for them.

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

7. Railway's requirements of lubricants for supply during the extent contract period are shown in Annexure-I (attached herewith). They may please check up the quantities registered on their behalf and in case any alteration is required and discrepancy found, advise this office 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 FA&CAO, Northern Railway, New Delhi by Registered Post and Inspection Officer concerned for Inspection of Stores.
8. The Direct Demanding Officers are required to place their supply-order for a full drum capacity of 200/210 litres & balance if any, will be treated as cancelled or will be rounded-off to cover one full drum for as the suppliers have not offered supply in less than a drum of oil.
9. It is obligatory on the part of the Direct Demanding Officers to draw full quantity registered on their behalf on this contract.
10. 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 this officer about the same.

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. Suppliers Brand name for product.
8. Quantity.
9. Unit.
10. Rate per unit to be indicated
11. Total cost to be indicated.
12. Delivery at/FOR 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 FOR despatch as the case may be freight to pay at public/concessional tariff at Railway risk by goods train etc.
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 S/O, if any, such as declaration form- 'D' etc.
19. Address of the supplier.
20. Full signature of the Indents (DDO or his authorised subordinate officer), his name and designation, with the stamp of officer.

ANNEXURE – V

We unconditionally accept the contract No.RS(POL)/058/0507/2017/00532 Dated 31.03.2017 and its terms and conditions.

For & on behalf of M/s.....

Signature of

Witness (1)_____

Full name _____

Date _____

(SEAL)

Signed by_____

Full Name _____

Signature of

Witness (2)_____

Full name _____

Date _____

Date: