



Bharat Petroleum Corporation Limited

**PROCEDURE FOR SELECTION OF SERVICE PROVIDER
FOR OPERATING COMPANY OWNED COMPANY OPERATED (COCO) RETAIL
OUTLETS OF BPCL**

30th June, 2009

For appointing Service Providers (SP) for its Company owned & Company operated (COCO) Retail Outlets, Bharat Petroleum Corporation Limited (BPCL) follows the following guidelines.

A. Selection of Service Provider

BPCL would carry out selection of Service Providers in respect of its COCOs, from amongst the sponsored personnel from Directorate General of Resettlement (DGR) & Sainik Boards.

In case BPCL is unable to get suitable candidate for any location, it will advertise for the Service Provider in two local dailies, one English and another vernacular. The text of advertisement will also be uploaded on our Website.

The Service provider will be selected from persons having enough experience in contract labour operations and in deploying/handling/controlling manpower.

The candidates will have to submit an application and affidavit in accordance with the advertisement as per the format prescribed by the company (Copy enclosed as **Appendix 'B'**). In respect of DGR/Sainik board sponsored candidates such application form and affidavit in the standard formats will have to be submitted along with the sponsorship letter.

B. Scope of work for Service Provider

The scope of work for the Service Provider is given as **Appendix 'A'**.

C. Eligibility Criteria for Service Providers (SP)

- Personnel from the Defence Services of minimum equivalent rank of Lieutenant in the Army will be eligible for appointment as Service Providers at our ROs. **
- Such candidates should be sponsored by DGR / Sainik Boards. **
- The age of the candidates will be 30 years to 65 years.
- On his / her selection as Service Provider he /she shall have to register himself / herself with EPF / ESIC within a period of 30 days and submit documents thereof.
- Persons having an existing contract of Service provider-ship for a COCO of any Oil Company are also eligible to apply.
However, for selection thru' 'Defence personnel on nomination basis' as mentioned in Note RSHQ.C1.116 dtd 24th June 2009, the existing COCO Service Provider should be sponsored by DGR / Sainik Boards afresh.

** Applicable only for personnel from the Defence services

Disqualification criteria

Following will not be eligible to apply ;

- a. Existing Dealers / Distributors of any Oil company and their family unit*, as defined below.
- b. Persons convicted by a Court of Law for any criminal offence.
- c. Signatories of dealership / distributorship agreements of any Oil Company terminated on account of adulteration / malpractice.

* In case of married person / applicant the "family unit" consists of self, spouse and unmarried son(s) / unmarried daughter(s) and in case of unmarried person / applicant the "family unit" consists of self, father, mother, unmarried brother(s) and unmarried sister (s).

Only individual candidates would be eligible to apply. In other words, non-individual entities like Partnership firms, Co-operative societies, Pvt Limited companies, Public Limited companies, Trusts, etc. will not be eligible to apply.

1. Criteria for Evaluation of Service Provider

Whether sponsored or otherwise, the eligible applicants will be interviewed based on the following evaluation parameters.

Criteria	Weight-age
Experience of deploying / controlling manpower	40
Experience in providing services in specific sectors	20
Financial capability	20
Age	10
Personality	10
Total	100

The Detailed evaluation criteria for selection of Service Provider is as under:

a) **Experience in deploying /controlling manpower**

40 marks

Marks will be awarded based on documentary evidence in support of experience in deploying / controlling manpower and also based on leading questions during the personal interview.

Documents based	30 marks
Based on interview (leading questions)	10 marks

Full 30 marks for experience of deploying / controlling manpower services for 3 financial years (with in last 6 financial years). If such experience is for less than 3 years, proportionate marks out of 30 would be applicable.

Note: Deployment / controlling manpower of a minimum of 5 persons for at least 100 days in a calendar year will be considered as experience for a year and will earn full marks for the year i.e., 1/3 of total 30 marks, otherwise NIL marks..

Leading questions will center around his capability, control over the staff, motivation techniques, specific instances to prove his ability, customer service etc..

b) **Assessment of Capability of Services provided in specific Sectors:**

20 marks

Evaluation will be based on applicants' experience of providing desired services in any particular sector based on documentary evidence submitted.

Sl.No.	Sector	Max Marks
i.	Petroleum / Automobile/ Transport	20
ii.	Hotel/ Travel & Tourism/ Hospitality	15

iii.	Any sector other than mentioned above	10
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For this purpose, at least 2 years of experience of providing services in a particular sector will entitle the candidate for full marks and proportionately for experience of less than 2 years.

c) Financial Capability :

20 marks

The requirement of funds for the purpose of evaluation will be indicated in the advertisement inviting applications. This will be calculated by Territory Offices before giving advertisement and will be equal to the expected value of security / collateral security/Bank guarantee (based on maximum stock value and other factors).

Evaluation under this head will be based on following:

(i) Liquid assets : (Max. marks 20)

Following will be considered:

- Funds/ Deposits with Bank/Registered Companies/Postal Schemes/ saving accounts.
- Shares of listed Companies in D-mat form (@ 60% of market value on last working day of previous month of application) – valuation certificates to be provided
- National Savings Certificates etc., (@ redemption value on date of application – valuation certificates to be provided).
- Mutual Funds @ 60 % of NAV on last working day of previous month of application – valuation certificates to be provided
- Bonds on redemption value on date of application. valuation certificates to be provided

In case adequate funds as per requirement of BPCL are available under this head, candidate will be entitled for full 20 marks or proportionately.

(ii) Fixed & Moveable assets

Candidates not having sufficient liquid assets can supplement the same with fixed and moveable assets, which will carry **max. 5 marks (out of total 20 under head 'Finance')** – based on valuation certificate from Govt. authorities/ Govt. approved Valuer.

(Fixed & Moveable assets will be evaluated @ 40 % of asset value)

(iii) Notes :

- Having full or more funds than required towards value of collateral/ security for the COCO will entitle the candidate for full marks and proportionately for lower funds. Documentary evidence will have to be provided for each claim.
- Finance / assets owned by the family unit* of the applicant can be considered for award of marks subject to the written consent along with supporting documents to establish the capability and consent.
- Cash, Jewellery and any other assets where ownership cannot be established or traced will not be considered for award of marks.

*Family unit as defined under para C (d) mentioned above.

d) Age:

10 marks

Evaluation under this head will be made based on the documentary evidence in respect of age submitted by the candidate.

Age in completed years	Marks
>= 30 and < 45 years	Full marks (10)
>= 45 and < 60 years	5
>= 60 and < 65 years	3

e) Personality:

10 marks

Evaluation under this head will be made based on leading questions during interview to assess the candidate's knowledge/ skills on following parameters:

Sl. No.	Parameter	Max. Marks
i.	Knowledge of Labour Laws, ESIC, EPF, Shops & Establishment Act, Factories Act, Contract labour Act, Safety and environment and other statutory rules besides issues related to customer service	6
ii.	Work experience, communication skill, presentability, level of education etc.	4

2. Interview

The selection of candidate will be made by a committee of 3 Officers of BPCL.

The interview committee will evaluate the candidates on the basis of documents submitted by the applicants along with the application (and after cross verification of the same with the originals) and performance during interaction/ interview based on the evaluation criteria / parameters mentioned above.

3. Merit Panel

After the interview process is complete, all the candidates who have scored 50% marks and above will be short-listed in the merit panel as eligible for award of the contract. The list containing these names will be published on the notice board in order of merit also indicating the % marks scored by each. Any person scoring less than 50% marks will not be considered as suitable and therefore will not be included in the merit panel.

If for any reason the first empanelled candidate cannot be progressed for award of the service provider-ship for the location, the 2nd empanelled candidate, if available, will be considered.

D. General

a. Tenure of contract of Service Provider

The contract for service provider will be awarded for a period of 3 years. During this period, performance reviews of the Service Provider will be carried out as per applicable provisions.

b. Security deposit / Bank guarantee

The applicant, on selection and at the time of appointment as Service provider, will have to provide a Bank guarantee to BPCL on a nationalized bank towards Security deposit as decided by the Corporation from time to time and such amount will be indicated in the advertisement for each COCO.

During the tenure of the contract as Service provider, such bank guarantee cover amount will be reworked out on quarterly basis and additional amounts, if any, required due to growth in sales volumes will have to be provided by the Service provider immediately.

The Bank guarantee provided will have to remain valid during the tenure of the agreement.

c. Remuneration of Service Providers

Remuneration will be payable to the Service Provider as under:-

A lumpsum fixed amount of Rs.25000/- per month will be paid to the Service Provider. For sales beyond 250 kls/month the Incentive (variable component) payable would be based on the COCO service provider's performance evaluation which can be as high as Rs. 100/- per KL. p.m. For every 1 mark scored by the Service Provider in the evaluation of 100 marks, as per the format enclosed as **Appendix 'C'**, the Service provider is eligible for Re.1/- per KL p.m.

i. Fixed remuneration will be paid every month.

ii. Incentive payment for the first 3 months

At the start of the Contract with the New Service Provider, the incentive will be paid based on the Performance rating arrived at after the COCO Service Provider Performance Evaluation (Annexure 9 of WINCARD) is completed i.e after the first audit of the COCO/OSTS by the External Agency (presently TUV) which may be carried out within the first quarter.

iii. Incentive payment for subsequent from the 4th month onwards

For the subsequent months, for sales beyond 250 KLS p.m., the **incentive** (variable component) to be paid every month based on;

- Previous Quarter rating by the External Agency – for 62 marks.
- Previous Quarter CER rating provided by Regional Finance – for 20 marks.
- Internal Audit rating carried out by the Territory for the current month – for 18 marks.

The variable component would be payable within 15 days following the concerned quarter.

The DGR sponsored candidates selected as Service providers would be given an additional remuneration of Rs.10/- per KL p.m. for sales volumes exceeding 250 KL p.m. from the COCO. This amount as applicable would be paid on a monthly basis.

d. Manpower (staff) requirements at the COCO outlets and their suitability

The manpower (staff) requirements for the operation of the COCOs in various categories like Manager, Accountant, Forecourt supervisor, Drive-way-sales men (DSMs) / Drive-way-sales women (DSWs), Air Boy, Wind

screen cleaner and cash counter staff is to be supplied by the Service Provider as per the laid down norms of BPCL in this regard. Such staff supplied would be of acceptable quality and standards to BPCL and they should be able to perform duties and responsibilities to the entire satisfaction of the company. Any specific requirements, if required in this regard with respect to any location will be advised by BPCL which the Service Provider should adhere.

e. Salary for the staff

All the staff employed by the Service provider at the COCO as above will be on the rolls of the Service provider. The salary applicable to DSMs/DSWs (semi-skilled category), Forecourt supervisor (semi-skilled category), Wind screen cleaner (unskilled category) and Air boy (unskilled category) are as per the minimum wages applicable in the concerned State. The Manager will be paid Rs.3000/-p.m more than the DSM's applicable wages. The Accountant will be paid Rs.1500/- p.m. more than DSM's applicable wages. The cash counter staff will be paid Rs.1000/-p.m. more than DSM's applicable wages.

The cost incurred by the Service provider on account of staff salary as mentioned above would be reimbursed by BPCL to the Service Provider on a monthly basis.

All other expenses in running the COCO retail outlet like electricity charges, water charges, telephone, stationary, staff uniform etc. would be borne by BPCL.

f. Product Losses:

- a. COCOs where BPCL Official is present round the clock/24 hrs/all the operating hours of the COCO – Product Loss will be on the account of the company.
- b. COCOs where BPCL Official is NOT present round the clock/24 hours/all the operating hours of the COCO – Product loss control will be responsibility of the Service Provider. However, since certain percentage of stock loss is inevitable, the oil company will absorb the same on actual basis subject to the following ceiling :-

MS : 0.59% of the total throughput.
HSD : 0.15% of the total throughput

Any loss beyond the above ceiling would be debited to the Service Provider. The quantum of loss will be calculated every month on upliftment figures and amount adjusted accordingly. Final reconciliation will be done based on annual throughput.

However, if the losses are due to malpractice, mischief by the Service provider or his/her staff, the same will be recovered from the Service provider. Necessary punitive action would also be taken against the Service provider. BPCL also reserves the right to revoke the Bank guarantee if necessitated.

g. Agreement

The Service Provider will have to execute a standard agreement with the Oil Company and is required to abide by the terms and conditions thereof.

h. Termination of Contract

The contract will be terminated by giving three month notice on the other parties and the contract will come to an end at the end of the period of notice automatically. Supplementary Agreements, if any, will be co-terminus with the 'Service provider' Agreement. Any individual if after the appointment as service provider by BPCL is issued an LOI for a Dealership or Distributorship or Service Provider-ship of COCO of any Oil Company, he/she shall have to resign from the Service provider-ship of BPCL.

i. Grievance / Complaint redressal system:

1. An aggrieved person may send his/her complaint to the oil company at the address of the customer service cell displayed at the nearest retail outlet of the concerned oil company. Complaints can also be lodged on the website of the oil company. Complaints against Service Provider-ship selection received after 30 days from the date of publication of the result of the interview will not be entertained under any circumstances.

(i) Anonymous / pseudonymous complaints will not be investigated and will be filed without taking any action on the same.

(ii) On receipt of a complaint, a letter will be sent by the oil company to the complainant through Registered Post advising the complainant to submit details of allegation with a view to prima facie substantiate the allegations along with supporting documents, if any, within 30 days. The complainant will be clearly advised that the oil company will examine the complaint and if it is established that the complaint does not have any substance, he/she may be liable for legal action. The oil company will examine response of the complainant and if it is found that the complaint does not have specific and verifiable allegations, the same will be filed.

2. When a decision is taken to investigate the complaint, the investigation will be done by one Senior Official of Oil Company and will pass a speaking order after giving due opportunity to the complainant etc. Copy of the speaking order will be given to all concerned. Thereafter, decision on the complaint will be taken as under:

(i) Complaints not substantiated: The complaint will be filed and the complainant will be advised accordingly.

(ii) Established complaint: Action will be taken as under:

a) In case the selection process was found to be not in accordance with the laid down guidelines, the panel of selected candidates will be cancelled and all the eligible candidates will be re-interviewed based on the documents available on record.

b) In case the selection was done as per the laid down guidelines but the complaint against any particular selected candidate placed in the eligibility list is established, action will be taken to cancel the selection of that candidate and to award the service provider-ship to other selected candidates as per the procedure explained in the selection process.

c) In case of established complaint against all the candidates selected and placed in the merit list, the panel will be cancelled and fresh selection process initiated as may be decided by the company.

j. Amendment / Modification:

The above are only for the information of the public and the oil company reserves its right to amend, modify, delete or add any of the above terms and conditions at their sole discretion. The application if not submitted strictly in accordance with the terms and conditions are liable to be rejected.

k. Application form:

The format of the application form for the Service provider-ship is as per **Appendix 'B'** which can also be downloaded from our website: www.bharatpetroleum.in -> **Energising business** -> **Business Associates** -> **COCO Service providers**

- The application can be submitted on plain paper in the prescribed format as mentioned above.
- Application in the prescribed format, along with a non-refundable application fee of Rs.1000/- (Rs. 500/- in case of SC/ST candidates subject to submitting proof of caste certificate in original), by a Crossed Account Payee Demand Draft / Pay Order drawn on any Scheduled Bank in favour of Bharat Petroleum Corporation Limited, payable at the location of BPCL Territory office mentioned in the advertisement should be submitted at the address given in the advertisement. However, sponsored Defence personnel are not required to pay such application fee.
- Filled application form along with relevant enclosures, complete in all respects, should be submitted so as to reach the address given in the advertisement on or before 4 p.m. (1600 IST) on _____(date).
- The applicant should affix his / her latest photograph in the space provided for in the application form.
- No additional documents whatsoever will be accepted or considered after the cut off date for submission of applications.
- Applications received after the cut-off date for any reason, including postal delay, and those without accompanying valid documents, Affidavit, application fee or incomplete in any respect will not be considered and no correspondence will be entertained by the oil company in such cases, whatsoever.
- After the cut off date for receiving the applications as given in the advertisement, the applications received will be scrutinised. In case of applications rejected at the time of scrutiny, the concerned applicant will be advised the reasons for rejection in writing and such applicants will not be further evaluated or called for interviews.
- If any statement made in the application or in the documents enclosed therewith or information furnished by the applicant at any stage is found to be incorrect or false and/or the applicant conceals any information which if declared would have made him/her ineligible for service provider-ship, the application is liable to be rejected and in case the applicant has been appointed as a service provider, the service provider-ship is liable to be terminated forthwith. In such cases the candidate / Service provider shall have no claim whatsoever against the oil company.
- A person selected for COCO service provider-ship after issuance of letter of appointment (LOA) will have to execute an agreement with the oil company as per its terms.

l. General terms and conditions:

- BPCL reserves the right to cancel/withdraw/amend the advertisement or extend the due date at its sole discretion without assigning any reasons.

- No addition/deletion/alteration will be permitted in the application once it is submitted.
- All applicants should submit an Affidavit in the format as per Appendix B1 prior to executing the standard COCO Service provider-ship agreement, subsequent to selection as per applicable guidelines.
- Copies of all other documents / certificates are to be attached along with the application. **ORIGINALS** of all such documents / certificates are to be produced at the time of interview, if called for. Non-production of originals at the time of interview will render the applicant ineligible.
- Applicants applying for more than one location have to submit separate application form for each location with separate application fee. Each application should be complete in all respect along with all necessary documents
- The envelope containing the application, duly filled in and complete in all respect should be superscribed as under:
- "This application is for Service Provider-ship of a BPCL COCO retail outlet at _____ (location) ".
- All applicants should submit a fresh affidavit in **Appendix 'B1'** at the time of interview, if called for.
- This is purely a business proposition and not an application for job in BPCL and has normal business risks and do not guarantee any assured returns or profits.
- This is only an application and not an offer of service provider ship.
- Applications not submitted strictly in accordance with the terms and conditions of the scheme will be liable to be rejected without assigning any reasons.
- The applicants should carefully go through the "BROCHURE" available on our website or at the address of the office given in the advertisement before submitting their application(s).

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