

Indian Oil Corporation Ltd.
Marketing Division Head Office
IndianOil Bhavan,
G-9, Ali Yavar Jung Marg, Bandra (East)
Mumbai 400051

EXPRESSION OF INTEREST (EOI)
EOI No. CC/Empanelment of Advertising Agencies/2017/02

EOI Documents for Empanelment of Full-service Advertising Agencies
For Indian Oil Corporation Ltd
at State Capitals (11 cities)

Issued by: GM (Corporate Communications), Indian Oil Corporation Ltd. Marketing Division
Head Office IndianOil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East) Mumbai 400051

NB: PI check that all the pages are intact in the document.

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EXPRESSION OF INTEREST (EOI)

GM (Corporate Communications), Indian Oil Corporation Ltd. Marketing Division Head Office, IndianOil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East) Mumbai 400051 invites sealed EOI in prescribed proforma from professional INS-accredited Full-Service Advertising agencies:

1. EOI Ref No.: CC/Empanelment of Advertising Agencies/2017/02
2. Name of EOI: Empanelment of Full-service Advertising Agencies for Indian Oil Corporation Ltd at State Capitals and Refinery/Pipeline locations
3. Download Period: 21.07.2017 to 14.08.2017
4. Last Date & Time for Submission of EOI: On or before 14.08.2017 by 15:00 Hrs
5. Contact Person: Mr. Anurag Shukla, Ch. Manager (CC)
Telephone: (022) 26447652/7653/7681
Email: anuragshukla@indianoil.in

The EOI documents have been hosted on www.iocl.com/talktous/SupplierNotices.aspx and may be downloaded from the website.

PROCEDURE FOR EMPANELMENT

EOIs are invited from all eligible and interested advertising agencies for empanelment with Indian Oil Corporation Ltd. in the state capitals (11 cities) as per the following procedure:

- Screening of EOIs as per eligibility conditions based on documents submitted
- Evaluation and short-listing of agencies based upon the criteria mentioned hereafter and documents submitted
- Presentation by short-listed agencies to selection committee for empanelment

DURATION OF EMPANELMENT

The empanelment will be valid for a period of two years. However, it may be further extended for one more year at IOCL's discretion at the same terms and conditions.

QUALIFYING CRITERIA**I. Stage 1: Eligibility Criteria –Applicants to fulfill all criteria to move to Stage 2**

1. **Accreditation:** The full-service advertising agency should be accredited with the Indian Newspaper Society (INS) for the last three financial years, which should be valid on date of application.
2. **Financial Standing:** The agency should have annual turnover of Rs 3 crore per State over the last three financial years. Agencies desirous of working in multiple states should have a turnover in multiples of Rs 3 crore, depending on the number of states it wants to be shortlisted for, e.g. an agency applying for 2 states should have a turnover of (Rs.3 crore x 2) Rs. 6 crore and for 3 states (Rs.3 crore x 3) Rs. 9 crore, and so on.

| Empanelment For States | Required Office | Amount (in Rs.) |
|---|------------------------|------------------------|
| Bihar & Jharkhand - to also include Barauni Refinery | Patna | 3 crore |
| North East (capitals of 7 NE states) also to include Digboi, Bongaigaon, Guwahati Refineries | Guwahati | 3 crore |
| Odisha to include Paradip Refinery | Bhubaneshwar | 3 crore |
| Gujarat to include Baroda Refinery | Ahmedabad | 3 crore |
| Madhya Pradesh & Chattisgarh | Bhopal | 3 crore |
| Telangana & Andhra Pradesh | Hyderabad | 3 crore |
| Karnataka | Bengaluru | 3 crore |

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| | | |
|--|------------|---------|
| Kerala | Kochi | 3 crore |
| Punjab, Himachal Pradesh & Jammu & Kashmir | Chandigarh | 3 crore |
| Rajasthan | Jaipur | 3 crore |
| Uttar Pradesh | Lucknow | 3 crore |

3. **Non-Disclosure Agreement:** The agency should preferably not be working on the accounts of any other competitors in the oil industry. In the event it is handling a competitor's account, it must sign a Non-Disclosure Agreement, should it be selected to work for any of IndianOil's units.

4. **Facilities:** The agency should have a full-fledged office in the city for which it is interested in empanelment for the last three years, with all attendant facilities like creative team, copywriters, media team, account management team and other allied facilities (no hospitality/facility-sharing arrangement with other agencies will be acceptable).

5. **Capabilities (To be self- certified):**
The agency should have high creative /design and execution capabilities and a strong & experienced media planning & buying competency.
 - 5.1 **Advertisements:** The agency must have executed advertisements/NITs for major GOI/PSU/quasi-Government clients and should have handled major all-India advertisement campaign(s) for such and other prestigious clients during the last one year. Handling of advertisements like recruitment, corporate, Radio/TV internet and many like recruitment advertisements in Govt. Gazettes and Govt. publications like Employment News etc will be a must.

 - 5.2 **Print/Production:** The agency must have capabilities for designing, and printing of corporate/prestigious publications, event-specific brochures, leaflets, pamphlets, banners, hoardings, poster, etc.

 - 5.3 **Exhibitions:** The agency must have expertise in designing, fabrication & installation of corporate pavilions/stalls at exhibitions organised by reputed national/international organizers.

 - 5.4 **Events:** The agency must have capabilities for handling any event, launch programme, sales campaign, etc.

5.5 Servicing Team: The advertising agency should be in a position to provide a dedicated team (as per client's approval) for servicing IndianOil on a day-to-day basis.

6. Tax registrations/ Certificates: The advertising agency should submit PAN No, PF Registration, GST registration/Certificate.

SUBMISSION OF DOCUMENTS

The entire set of EOI document should be submitted along with documentary proof as explained above. Each page should be signed and stamped by the authorised signatory and submitted in a sealed envelope with "EOI for Empanelment of Advertising Agencies - HO/CC/Empanelment of Advertising Agencies/2017/02" with the name of the City superscripted on it, and sent to following four locations as per city applied for:

For Western Zone:

General Manager (CC)
Corporate Communications Department
Indian Oil Corporation Ltd. (Marketing Division HO)
IndianOil Bhavan,
G-9, Ali Yavar Jung Marg,
Bandra (East), Mumbai 400051

For Northern Zone:

General Manager (CC)
Corporate Communications Department
Indian Oil Corporation Ltd. (Marketing Division HO)
IndianOil Bhavan,
No. 1, Sri Aurobindo Marg, Yusuf Sarai
New Delhi – 110016

For Southern Zone:

General Manager (CC)
Corporate Communications Department
Indian Oil Corporation Ltd. (Marketing Division HO)
IndianOil Bhavan,
139, Nungambakkam High Road
Chennai – 600034

For Eastern Zone:

Deputy General Manager (CC)
Corporate Communications Department

Indian Oil Corporation Ltd. (Marketing Division HO)
IndianOil Bhavan,
2, Gariahat Road, Dhakuria
Kolkata – 700068

The envelope containing the filled form (with relevant enclosures) may be placed in the drop box provided for the Corporate Communications Group at the above mentioned addresses **on or before 15:00 Hrs on 14.08.2017.**

EVALUATION OF EOIs

1. **First-stage/Screening:** A committee will undertake the initial screening of all the applications based on the qualifying criteria. Applicants not meeting any of the qualifying criteria and other essential conditions, etc., mentioned in the EOI document will be summarily rejected.
2. **Second-stage short-listing: Quantitative assessment on basis of documents submitted by agencies – 40 marks (Format 'A')**
 - Qualifying agencies To score at least 20 marks (of the maximum 40 marks) to move to Stage 3 i.e. the presentation round:
 - ❖ Applications will be screened to ensure that the applicants fulfill all the criteria given in the EOI. Scoring will be done on the basis of documents submitted
 - ❖ Grading on evaluation of the submitted work, client base, gamut of work base etc Assessment by a committee.
3. **Third-stage short-listing: 60 marks (Format 'B')**
 - Qualifying agencies to score at least 30 marks (of the maximum 60 marks) to be considered for empanelment
 - A corporate-style ad campaign to be given to shortlisted advertising agencies to make a presentation which will be evaluated on
 - ❖ Understanding company's business communication needs,
 - ❖ Branding solutions offered,
 - ❖ Strength of client servicing and creative teams, etc
 - All the agencies making the presentation will be ranked in a merit list by collating the individual marks awarded by each committee member.

- Final Evaluation will be based on marking on Format A + Format B, subject to scoring the minimum qualifying marks in each stage as mentioned above.

The agencies will be ranked and inducted depending upon the required number of agencies to be empanelled

4. **Distribution of work:** The quantum of work to be distributed amongst the agencies will not be related to their ranking. All the selected agencies will be considered at par. IOCL reserves the right to distribute the work as per its convenience, requirements and discretion. IOCL may distribute the work segment-wise or otherwise as it deems fit, which may be changed from time to time. IOCL may also vary the work based upon the quality of work, creativity, responsiveness, etc., of the agency.
5. **IOCL reserves the right to decrease or increase the number of empanelled agencies at any point in time.** It reserves the right to change the scope of work/ get any work or any part of the work mentioned in the EOI from any other agency whether empanelled or not.

FORM-1**PARTICULARS FOR EMPANELMENT OF ADVERTISING AGENCIES**

| | | | | | |
|---|-------------|----------|----------------|---------------------|--------|
| Name of the Advertising Agency | | | | | |
| Mailing Address | | | | | |
| Phone No(s). | | | | | |
| Fax No. | | | | | |
| E-mail: | | | | | |
| Contact Person | Name | | | | |
| | Designation | | | | |
| | Cell Number | | | | |
| Year of commencement of business: (Please attach documents for proof) | | | | | |
| Status of INS Accreditation (Attach proof of current accreditation) | | | | | |
| Turnover (Rs. in Crore) (Please attach audited balance sheets) | | 2016-17 | 2015-16 | 2014-15 | |
| | | | | | |
| Cities in which the agency has fully operational offices | | | | | |
| Staff strength in Office in City applied for (Numbers) | Media | Creative | Client Service | Events, Exhibitions | Others |
| | | | | | |

CHECKLIST OF ENCLOSURES TO BE SUBMITTED

| | | |
|---|--|--|
| 1. | Self-certification (on agency letterhead) on current INS accreditation (Empanelment will be subject to submission of original letter from INS confirming accreditation status) | |
| 2. | Duly audited/certified copy of the Annual Report/Balance Sheet/Profit & Loss Account for the last three financial years ending 31 st March, 2017. | |
| 3. | Undertaking on agency letterhead disclosing that the agency is not handling the accounts of any other competitors in the oil industry, or In the event it is handling a competitor's account, it must sign a Non-Disclosure Agreement, should it be selected to work for any of IndianOil's units. | |
| 4. | Confirmation letter that the agency is in a position to provide a dedicated team (as per client's approval) for servicing IndianOil on a day-to-day basis. | |
| 5. | Copy of PF registration and other documents in support of manpower strength at Metro office applied for and other branch offices. | |
| 6. | PAN No.; Income Tax; GST Registration/ certificate | |
| Specimens/ Copies required in STAGE – 2 (To be submitted only after intimation of having cleared State – I) Will be separately communicated to the applicant) <u>Not more than 1 specimen</u> in each category; If more than 1 specimen is enclosed, <u>only one</u> as deemed fit by IndianOil, will be evaluated | | |
| 7. | Specimens of approved ad creatives (prepared during the last FY, i.e., 2016-17) for Govt./ public/ private sector clients along with tear-sheets. | |
| 8. | Copies of brochures, publications, leaflets, pamphlets designed for prestigious client during FY 2016-17 | |
| 9. | CD of audio-visuais, jingles produced in the last FY | |
| 10. | Photo album of exhibition stalls, pavilions, panels, product launches undertaken for prestigious clients during the last three years. Name of the client, date, venue of the event must be mentioned for each photograph. | |
| 11. | Standard rate card for creating, designing and artwork charges and media release material | |

TERMS AND CONDITIONS

1. The Expression of Interest format may be downloaded from www.iocl.com/talktous/SupplierNotices.aspx and information filled in the space provided.
2. Only those applications complete in all respects will be accepted for further scrutiny.
3. The application once submitted will be considered final and any subsequent changes/additional information will not be entertained.
4. Entries received beyond **15:00 Hrs on 14.08.2017** will not be entertained and all such entries will be deemed as rejected.
5. IndianOil will not be responsible for delayed receipt of the documents at its end for any reason whatsoever.
6. Names of the agencies selected after the empanelment process will be hosted on our website on completion of all formalities. No correspondence on the above subject will be entertained.
7. Indian Oil Corporation Ltd. reserves the right to reject any or all applications without assigning any reason(s) thereof.

ANNEXURE-I**SCOPE OF WORK**

The nature of work consists of capabilities for designing, releasing advertisements and printing of corporate/prestigious publications, event-specific brochures, leaflets, pamphlets, banners, hoardings, poster, etc. The agency must have expertise in designing, fabrication & installation of corporate pavilions/stalls at exhibitions. The agency must have capabilities for handling any event, launch programme, sales campaign, etc. Advertisements and activities pertaining to IndianOil product brands are not typically handled by the CC groups.

| Sr | City Applied for | Empanelment For | Offices to be serviced at each city | Location |
|----|------------------|---|---|--------------|
| 1. | Patna | Bihar | Bihar State Office | Patna |
| | | | Barauni Refinery | Barauni |
| 2. | Guwahati | North East | IndianOil – AOD office | Guwahati |
| | | | Digboi Refinery | Digboi |
| | | | Guwahati Refinery | Guwahati |
| | | | Bongaigaon Refinery | Bongaigaon |
| 3. | Bhubaneshwar | Odisha | Odisha State Office | Bhubaneshwar |
| | | | Paradip Refinery | Paradip |
| 4. | Ahmedabad | Gujarat | Gujarat State Office | Ahmedabad |
| | | | Baroda Refinery | Vadodara |
| 5. | Bhopal | MP & CG | Madhya Pradesh State Office | Bhopal |
| | | | Raipur DO | Raipur |
| 6. | Hyderabad | Telangana & Andhra Pradesh | Telangana & Andhra Pradesh State Office | Hyderabad |
| 7. | Bengaluru | Karnataka | Karnataka State Office | Bengaluru |
| 8. | Kochi | Kerala | Kerala State Office | Kochi |
| 9 | Chandigarh | Punjab, Himachal Pradesh, Jammu & Kashmir | Punjab State Office | Chandigarh |
| 10 | Jaipur | Rajasthan | Rajasthan State Office | Jaipur |
| 11 | Lucknow | Uttar Pradesh | Uttar Pradesh State Office | Lucknow |

ANNEXURE-II

PARAMETERS FOR EVALUATION

After screening the applications based on the qualifying criteria, the shortlisted agencies will be evaluated on the following parameters:

Quantitative assessment on basis of documents submitted by agencies

– 40 marks (Format Enclosed)

- Qualifying agencies To score at least 20 marks (of the maximum 40 marks) to move to Stage 3 i.e. the presentation round on the basis of creatives/collaterals submitted against our EOI on the following parameters:

| EVALUATION OF SHORT-LISTED AD AGENCIES BASED ON THEIR CREATIVES SUBMITTED | | | | | | | |
|--|---|---------------------|--------|----------------|-------------------|------------------------------------|------------|
| Name of the Agency | AV/Film produced in last three years (10) | Advertisements (15) | | | Annual Report (5) | Collaterals/ banners/ posters (10) | Total (40) |
| | | Copy | Visual | Overall impact | | | |
| | | | | | | | |

Stage 3

Qualitative Assessment – 60 marks (Format Enclosed)

- Qualifying agencies to score at least 30 marks (of the maximum 60 marks) to be considered for empanelment
- After screening the applications based on the qualifying criteria, the shortlisted agencies will be called for presentation before a selection committee and will then be evaluated on the following parameters

| Evaluation of short-listed Ad Agencies based on their presentation(s) | | | | | | |
|--|--|----------------------------------|--------------------------------|--|--|-------------------|
| Name of the Agency | Profile of team on IOC account (05) | Existing Client base (05) | Creative Execution (20) | Understanding of business strategy (20) | Optimal budgeting/resource utilization (10) | Total (60) |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

The final ranking will be declared based on evaluation and marks received at Stage 2 and Stage 3 (i.e. Marks received out of Maximum 100) subject to clearing each stage as per criteria mentioned above.

ANNEXURE-III

**LETTER OF AUTHORISATION FOR SIGNING OF EOI DOCUMENTS
(TO BE SUBMITTED BY ADVERTISING AGENCY ON THEIR LETTERHEAD)**

Authorization for signing of EOI Documents

Following person is hereby authorized to sign EOI documents for the EOI mentioned above on behalf of M/s. _____ (applicant) as the details given below:

Person/ Officer authorized for signing EOI documents:
Name & Specimen Signature

Signature: _____

Full Name: _____

Designation: _____

Address: _____

ANNEXURE-IV

GENERAL INSTRUCTIONS TO APPLICANTS

1. Signing of EOI:

- 1.1 Applicant of EOI will be required to produce attested certificate of registration issued by registrar of firm in favour of his authority to sign on behalf of the firm.
- 1.2 If the EOI is signed by any other person/officer, he/she should be duly authorized by the proprietor/owner/partner/director etc. If however, found to be otherwise, Indian Oil Corporation Limited, without prejudice to other civil and criminal remedies, can cancel the EMPANELMENT.
- 1.3 Individuals signing the EOI shall indicate their full name below their signatures & it should be stamped.
- 1.4 The EOI shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the applicant, in case such corrections are to be made. The entry should be clearly scored out by a single line and encircled, and fresh entry should be made. All such corrections should be authenticated under the full signature of the person signing the EOI. Any EOI which does not comply with this requirement shall be rejected. All conditional or incomplete EOIs will be rejected.
- 1.5 The EOI form should be filled legibly with blue/black ink in English language only.

2. Submission of EOI:

- 2.1 The applicant shall seal the envelope and the EOI shall be addressed to the Indian Oil Corporation Ltd., Mktg. HO, at the following address:

For Locations at **Sr. No. 1 -3:**
Deputy General Manager (CC)
Corporate Communications Department
Indian Oil Corporation Ltd. (Marketing Division)
IndianOil Bhavan,
2, Gariahat Road, Dhakuria
Kolkata – 700068

For Locations at **Sr. No. 4 -5:**
Deputy General Manager (CC)
Corporate Communications Department
Indian Oil Corporation Ltd. (Marketing Division)
IndianOil Bhavan,
Plot No. 33, G Block, Bandra Kurla Complex
Bandra (East), Mumbai 400051

For Locations at **Sr. No. 6 -8:**

General Manager (CC)
Corporate Communications Department
Indian Oil Corporation Ltd. (Marketing Division)
IndianOil Bhavan,
139, Nungambakkam High Road
Chennai – 600034

For Locations at **Sr. No. 9 - 11:**

General Manager (CC)
Corporate Communications Department
Indian Oil Corporation Ltd. (Marketing Division)
IndianOil Bhavan,
No. 1, Sri Aurobindo Marg, Yusuf Sarai
New Delhi – 110016

2.2 EOIs shall be dropped in the tender box provided for the Corporate Communications Group at the addresses mentioned above.

2.3 IOC shall assume no responsibility for the misplacement of the EOI(s) or premature opening thereof, if the envelope is not sealed and marked as required. In case the bidder fails to honour his EOI in the stipulated time given by IOC, without furnishing sufficient grounds, which is convincing to the competent authority of IOC, then the latter reserves the right to BLACK LIST an applicant for a suitable period from participating in any bidding process initiated by IOC.

3. Last date and time for submission of EOIs:

3.1 All EOIs shall be received by the IOCL at the address specified under Para 2, not later than the date and time specified in the EOI.

3.2 IOC may, at its discretion, extend the date and time for the submission of EOIs by amending the EOI documents in which case, all rights and obligations of IOC and applicants shall subject to the extended date and time.

3.3 Any EOI received after the specified date & time for submission of EOIs shall be rejected and returned unopened to the applicants.

3.4 IOC shall not be responsible if the EOIs are delivered elsewhere.

4. Summary rejection of EOI:

One or more of the following reasons/omissions will render an EOI, liable to summary rejection.

- a. EOI received after the specified closing time.
- b. Correction or overwriting not signed by the authorized signatory.
- c. Documents asked for and not attached.

- d. Conditional EOI
- e. Any EOI received unsealed/unsigned and/or not signed by.
- f. Applicants giving false information, fabricated documents, thereby concealing facts, misrepresenting and misleading IOC.
- g. All forms not duly filled in and signed.

5. Influencing the evaluation of EOIs and award of contract:

No applicant shall attempt to influence IOC on any matter relating to the EOI. Any attempt to influence IOC in evaluation/comparison or in award of the contract, shall result in summary rejection of the EOI(s) of such applicants.

6. Right to cancel the contract:

- 6.1 IOC shall have the right to cancel the contract wholly or in part in the event it is obliged to do so, on account of any decline, diminution, curtailment or stoppage of the work(s), by giving three months notice.
- 6.2 IOC shall have the right to cancel the contract if subsequently it is found that the empanelled agency is owned by a “member of family” of an employee working in IOC.
- 6.3 The bidder who is a “member of family” of an employee working in IOC, is not eligible or this EOI. “Members of family” in relation to an employee working in IOC include:
 - a. The wife or husband, as the case may be, of the employee working in IOC, whether residing with the Government servant or not, but does not include a wife or husband, as the case may be, separated from the Government servant by decree or order of a competent court.
 - b. Son/daughter or stepson/stepdaughter of an employee of IOC, who is wholly dependent on him, but does not include a child or step child who is no longer, in any way, dependent on the employee working in IOC or whose custody, the employee has been deprived of, under the law.
 - c. Any other person related, whether by blood or marriage, to an employee working in IOC, or to employee’s wife or husband, and is wholly dependent on the employee working in IOC.
- 6.4 It is binding on every applicant to give declaration along with the EOI in the prescribed Performa as per Annexure V.

7. Agreement:

Every successful applicant shall also execute an agreement with IOC, Mktg. HO, Mumbai, on a non-judicial stamp paper of Rs. 100/-. (The cost of the stamp paper has to be borne by the applicant of EOI.)

8. Force Majeur

If at any time, during the currency of this contract, the performance, in whole or in part, of any obligation(s) by either party under this contract, shall be prevented or delayed by reason(s) of war, hostility, acts of the public enemy, civil disturbance, sabotage, fire, floods,

explosions, epidemics, quarantine restrictions, strikes, lockout or act of God (herein after referred to as events), provided notice of happenings of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall, by reasons of such event, be entitled to terminate this contract nor shall either party have any such 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(s) may come to an end or cease to exist. The decision of IOC as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided, further that the performance in whole or in part of any obligation(s) under the contract is prevented or delayed by reason(s) of any such event for a period exceeding 60 days, either party may, at its discretion, terminate the contract. The decision of IOC, Mktg. HO, Mumbai, as to whether an event justifies invocation of force majeure shall be final and conclusive.

9. Termination for default

IOC, by a written notice of 14 days, of default, may without prejudice to any other remedy for breach of contract, terminate the contract in whole or in part as the case may be:

- a. If the agency fails to deliver any or all goods/services within the time period(s) specified in the contract, or any extension thereof granted by IOC.
- b. If the agency fails to perform any other obligation(s) under the contract; and
- c. If the agency does not rectify his failure(s) within a period specified by IOC, after the receipt of the default notice.

10. Termination for insolvency

IOC may, at any time, terminate the contract by giving a written notice to the agency, without compensation, if the agency becomes bankrupt or otherwise insolvent, as declared by a competent court, provided that such termination shall not prejudice or affect any right of action or remedy, which had accrued or will accrue thereafter to IOC.

11. Dispute resolution/Arbitration

Any question, dispute or differences, arising out of/ or in connection with the EOI documents or breach, termination or validity hereof, shall be first endeavoured to be settled through friendly discussions or negotiations between the parties. If the dispute cannot be amicably settled by either party, the same shall be finally settled by Arbitration conducted in Mumbai, in accordance with The Arbitration and Conciliation Act, 1996, any modifications or re-enactments thereto, and relevant laws and regulations in force at that time in India. All such disputes and differences, which may arise between the parties hereto as to the meaning, construction, or effect of any of the terms and provisions of this document or as to the right or claim of either party under this document, shall be referred to the sole arbitration of the Management of IOC or its nominee, including any officer of IOC nominated by the Management, and the applicant shall not raise any objection to such arbitration on the ground that the arbitrator is an officer of IO and as such is an interested

party or that the arbitrator so appointed has earlier dealt with the subject matter of this document. Any order/ directions/ awards of the arbitrator shall be final and be governed by the provisions of The Arbitration and Conciliation Act, 1996, or of any statutory amendment thereto or any re-enactment thereof for the time being in force. The arbitrator so appointed shall pass a speaking award. The courts at Mumbai shall have exclusive jurisdiction.

- 12.** Applicant of EOI is solely responsible for fulfillment of their entire statutory requirements and obligations and liabilities thereon, if any, like Labour Act, ESI, EPF, MWA, GST etc. (i.e. no liability to IOC).

ANNEXURE-V

**PROFORMA FOR DECLARATION BY APPLICANT OF EOI
(TO BE SUBMITTED BY ADVERTISING AGENCY ON THEIR LETTERHEAD)**

I/We hereby solemnly affirm & declare to the best of my knowledge & belief that I am not a “Member of Family” of an Employee working in IndianOil. I also declare that, if later on it is found that I am a “Member of Family” of an employee working in IndianOil my EOI shall be terminated with immediate effect, as & when this fact comes to the knowledge of IndianOil.

Signature & Seal of applicant of EOI:

Signature: _____

Full Name: _____

Designation: _____

Address: _____

ANNEXURE-VI

On Agency Letter Head

DECLARATION OF BLACK LISTING / HOLIDAY LISTING

In the case of a Proprietary Concern :

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying application for EOI nor any other concern in which I am proprietor nor in any partnership firm in which I am involved as a Managing Partner nor any company in which I am a promoter or a Director or having controlling stake with minimum 26% share holding have been placed on black list or holiday list declared by Indian Oil Corporation Ltd. or its Administrative Ministry, (presently the Ministry of Petroleum & Natural Gas), except as indicated below :

(Here given particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm :

We hereby declare that neither we, M/s. _____ submitting the accompanying application for EOI nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern or as a promoter or Director or having controlling stake with minimum 26% share holding of any company have or has been placed on blacklist or holiday list declared by Indian Oil Corporation Ltd. or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below :

(Here given particulars of blacklisting or holiday listing and in the absence thereof state " NIL")

Name & Signature of Applicant along with stamp

Name & Signature of Applicant along with stamp

ANNEXURE-VII

On Agency Letter Head

PROFORMA OF DELCLARATION REGARDING CHILD LABOUR

Children below prescribed age, as per various statutes of the land, are not employed. We will comply with various laws as may be applicable from time to time regarding prevention of Child Labour. We are aware that, our empanelment will be cancelled at any stage if we violate Child Labour Prevention Act.

PLACE:

DATE:

SIGNATURE OF THE APPLICANT