

**Expression of Interest for Selection of Bitumen Business Development Associates
(BDA) under Delhi & Haryana State Office**

Advertisement No: IOC/DSO/BITUMEN BDA/25-26/01

**Indian Oil Corporation Ltd
(A Government of India Undertaking)**

***Application & Guidelines for Bitumen Business Development Associates (BDA)
selection under Delhi & Haryana State Office***

***Advertisement No: IOC/DSO/BITUMEN BDA/25-26/01
(To be read in conjunction with the application form)***

Expression of Interest for Selection of Bitumen Business Development Associates (BDA) under Delhi & Haryana State Office

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Notice for Expression of Interest (EOI)

Appointment of Business Development Associate (BDA)

Indian Oil Corporation Limited solicits applications for expression of interest (EOI) for appointment of three (03) nos Business Development Associates (BDAs) in Bitumen/ Bituminous products in the State of Haryana.

Indian Oil, a Maharatana Company, enjoys highest market share and brand equity in Bitumen Market in India. We manufacture and market Bitumen under Durapave Brand, best known brand of Bitumen in the country and is backed by Asia's best Research and Development Centre at Faridabad.

We are looking for strong, energetic and self- motivated associates to partner with us on the challenging but exciting and rewarding initiative of marketing IOCL's Bitumen Brand- Durapave. The associates are expected to spearhead the promotion, distribution and selling of our entire Bitumen product portfolio to customers thereby partnering with us in this exciting growth journey.

Applicants have to submit the application form for which they intend to apply with conformity to the prescribed eligibility/selection criteria given in EOI. In case the applicant does not meet the prescribed eligibility/selection criteria or the application is not complete in all respects, it is liable to be rejected without assigning any reasons and no correspondence will be entertained in this regard.

Application form along with guidelines for applicants can be downloaded from our web site <https://iocl.com/latest-job-opening> and duly filled forms in all respect along with attachments/ annexures and fee of Rs 1180/- can be submitted at the address as given below.

Divisional Institutional Business Head
Delhi Divisional Office
Indian Oil Corporation Limited (Mktg Div),
2nd Floor, World Trade Centre, Babar Road,
New Delhi-110 001

Important dates:

- **DOCUMENTS DOWNLOAD PERIOD: from 1500 hrs on 24/09/2025 to 1500 hrs on 15/10/2025**
- DATE/TIME/LOCATION OF PRE-BID MEETING: 06/10/2025 at 15:00 Hrs at Indian Oil Corporation Limited (Mktg Div), 2nd Floor, World Trade Centre, Babar Road, New Delhi-110 001**
- **LAST DATE AND TIME OF SUBMISSION OF APPLICATIONS: 1500 hrs on 15/10/2025**



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Application for Expression of Interest for Selection of Bitumen Business Development Associate (BDA)

APPLICATION NO:

From:

.....
.....
.....

Photograph Self
Attested by
Applicant

To:

Divisional Institutional Business Head
Institutional Business Department
Indian Oil Corporation Limited
(Mktg Div),
2nd Floor, World Trade Centre,
Babar Road,
New Delhi-110 001

Dear Sir,

Sub: Request for Appointment of Bitumen Business Development Associate (BDA)

I/We apply for Expression of Interest for Bitumen BDA for the location _____ in Haryana State as an Individual or partnership firm/PSU/Pvt Ltd Co./HUF/ co-operative society in the name of

_____.

I/We hereby certify that I/we qualify for appointment based on the selection criteria placed by your organization and submit the following information along with necessary documents in support of our candidature (use separate sheets if necessary):



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1. A) General Details (To be filled by all applicants)							
Category of Applicant	Individual	Proprietary Firm	HUF	Partnership Firm	Registered Co-operative Society	Public/Private Limited Company/LLP	State or Central PSUs
Tick as per Applicability							
<ul style="list-style-type: none"> ➤ In case of company, self-attested copy of Certificate of Incorporation/MOA/ AOA need to be submitted. ➤ In case of Partnership Firm, self-attested copy of certificate of firm Registration & Partnership deed is to be submitted. ➤ In case of LLP, Copy of PoA/Authority letter issued in the name of authorized representative to be submitted along with application form. 							
1. B) Registered under MSME ACT (YES/NO):							
2. A) Individual (To be filled by Individual/proprietary firm Only)							
1	Name (in block letters):						
2	Date of Birth						
3	Gender (M/F)						
4	Father/Husband Name						
5	Marital Status (Married/Un-Married)						
6	Correspondence Address					Email ID:	
7	Telephone No						
8	Residence Address						
9	Education Qualification						
10	Present Occupation/Business						
11	Working Capital Details						

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12	Citizenship (Tick as applicable)	INDIAN/OTHER	Self-attested Copy of documents such as Aadhaar Card, Passport, Voter ID Card etc is to be submitted as per terms & conditions of advertisement.
(Appropriate self-Attested Proof to be submitted)			
2. B) To be filled only if Applicant is a Partnership Firm			
1	Name of firm:		
3	Address of the firm		Email ID:
4	Telephone No		
<p><i>For Registered Partnership Firm, all Partners should individually fulfil the eligibility criteria. Each partner should submit separate application form along with necessary application fee by any one of the partners giving cross reference of the partner's application form. The applicants who desire to apply as partners should tag their applications together and submit in one lot All partners must attend the interview conducted by IOCL committee. The criterion like age & educational qualification shall be considered separately and average of the marks shall be taken while for rest of the parameters like financial capacity etc the same of the registered partnership firm shall be considered.</i></p>			
3. A) To be filled by Public/Pvt. Ltd. /PSU/Registered Co-Operative Societies/LLPs/HUF/Others			
1	Name of Firm:		
2	Address of the firm		Email ID:
3	Telephone No		
Number of Partners/Directors/Members			
Details of Applying Person/s			
1	Name (in block letters):		
2	Date of Birth		
3	Gender (M/F)		
4	Father/Husband Name		
5	Correspondence Address		Email ID:
6	Telephone No		
7	Residence Address		

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8	Telephone No			
9	Education Qualification			
10	Present Occupation/Business			
11	Working Capital Details			
<p>➤ If nature of Applicant is Body Corporate, the full-time director duly authorised through Board resolution, shall apply. The details of all other directors is to be given at Sr. No 3 B. In case of PSU, the full-time director duly authorised through Board resolution, shall apply. In case of PSUs, S. No 3 B need not be filled.</p> <p>➤ If the applicant is Registered Co-operative society, then the member authorised through resolution passed by the society, shall apply.</p> <p>➤ If the applicant is HUF, then the member authorised through resolution passed by the HUF, i.e. Karta shall apply. Details of other members is to be given on S. No 3 B</p> <p>➤ In case of LLP, Designated Partner authorised by all the other designated partners/PoA holder, shall apply. Details of other partners or designated partners is to be given under S. No 3 B.</p> <p>➤ Copy of Board Resolution/ Power of Attorney for PSUs/ Pvt Ltd Company's/LLP/Corporate Body is to be provided along with application form in support of authorization for the person mentioned in the application form".</p>				
3. B) Details of Other Partners/Directors/Members				
<p>In case of Public Ltd. or Pvt. Ltd., details of Directors other than Applicant Director need to be filled on this page. Details of Independent Directors are not required. In case of Partnership firm / LLP/HUF, details of other partners/members to be filled under this head.</p>				
Partner/Director/Member no. 1				
1	Name (in block letters):			
2	Date of Birth			
3	Correspondence Address		Email ID :	
4	Telephone No			
5	Share in the Firm (%)			
Partner/Director/Member no. 2				
1	Name (in block letters):			
2	Date of Birth			
3	Correspondence Address		Email ID :	
4	Telephone No			
5	Share in the Firm (%)			

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Partner/Director/Member no. 3			
1	Name (in block letters):		
2	Date of Birth		
3	Correspondence Address	Email ID :	
4	Telephone No		
5	Share in the Firm (%)		
Partner/Director/Member no. 4			
1	Name (in block letters):		
2	Date of Birth		
3	Correspondence Address	Email ID :	
4	Telephone No		
5	Share in the Firm (%)		
Partner/Director/Member no. 5			
1	Name (in block letters):		
2	Date of Birth		
3	Correspondence Address	Email ID :	
4	Telephone No		
5	Share in the Firm (%)		
Partner/Director/Member no. 6			
1	Name (in block letters):		
2	Date of Birth		
3	Correspondence Address	Email ID :	
4	Telephone No		
5	Share in the Firm (%)		
Note: - If the no. of other Partners/Directors/Members is more than 6, applicant may attach a separate sheet for their similar details.			
4. Financial Details			
(All figures should be in Rs. Lacs)			
Financial Year	Turnover (Lacs)		



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CA certificate providing detailed itemised working and supported by audited balance sheets of preceding last 3 years along with Income Tax returns is to be submitted in all cases. All financial details shall be considered for the preceding 3 financial years.		
5. Business Experience Details cum Eligibility criteria for selection of BDAs		
Head	Tick as applicable	Description
Type of Business		1) Bitumen Importers** having imported min 10 TMT (8.5 TMT for MSE applicants*) of Bitumen during Last Financial year or current financial year (till date of advertisement). Bitumen importer shall provide IEC (Import Export code) along with Bill of lading/Entry for imports for establishing his credential for FY 2024-25 and FY 2025-26 till date of advertisement.
		2) Bitumen processors** (Industrial Bitumen/Bitumen derivatives manufacturer) having processed/sold Bitumen/Bituminous products of min 10 TMT (8.5 TMT for MSE applicants*) during Last Financial year or current financial year (till date of advertisement). Bitumen Processor shall provide Factory License/Applicable manufacturing License/certificate, GSTIN and Excise/GST returns for establishing his credential along with copy of sales record (Invoices) indicating stated quantity during FY FY 2024-25 and FY 2025-26 till date of advertisement.
		3) Existing IOC's Bitumen PP/Reseller/BDA/ Business Associates of Black Oil, FTP, Lubes stockiest, Petrochemicals / IOC JV/IOC RO Dealers/ IOC SKO- LDO Dealers/ IOC LPG Distributers will qualify for will qualify for selection as Bitumen BDA subject to submission of satisfactory performance certificate in their existing field duly issued by the respective State Office/controlling office by officers having rank not below "GM" of such function.
		4) Bulk Bitumen Transporters having minimum 10 Nos (8 Nos in case of MSE applicants*) of owned Bitumen TT's. RC copies of owned TTs to be submitted. Ownership of TTs should be available before the date of publishing of expression of interest for selection of BDAs.
		5) Co-operatives societies who are dealing with Bitumen related activities and having sold minimum quantity of 6 TMT (combined volume of all bituminous products) during last Financial Year or current financial year (till date of advertisement), Copy of purchase/sale/transaction invoices of bituminous products to be provided for financial year 24-25 or current financial year (2025-26) till date of advertisement of EOI.
		(6) Existing Bitumen customer of IOC with minimum combined off take of 20 TMT (17 TMT in case of MSE applicants*) of Bitumen/Bituminous products in last 3 completed financial years.

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** Importer/Processors will have to create a separate entity after selection as BDA.		
*Applicable for Parties registered with any of the following agencies/bodies as per Public Procurement Policy for Micro & Small Enterprises (MSE) Order 2012 provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on date of application. Micro, Small or Medium Enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid certificate as on close date of tender are not eligible for exemption.		
i.	District Industries Centre (DIC)	
ii.	Khadi and Village Industries Commission (KVIC)	
iii.	Khadi and Village Industries Board	
iv.	Coir Board	
v.	National Small Industries Corporation (NSIC)	
vi.	Directorate of Handicraft and Handloom	
vii.	Udyog Aadhar Memorandum (UAM)	
viii.	Any other body specified by Ministry of MSME	
Note: Against UAM, copy of acknowledgement generated online shall be acceptable.		
6. Details of Business during year _____ / _____ (previous/current FY)		
S. No.	Details of Business stated at point 6	Documents submitted as proof
1		
2		
3		
4		
5		
6		
7. Details of PAN Card/Various Licenses		
PAN No.		Self-Attested Copy of PAN Card is to be submitted
GST Registration Details / VAT Registration		
Registration No.		Date of Issue
Valid From		Product Item
Self-attested Copy of Registration and amendments thereof is to be submitted		
IEC (Importer Exporter Code) Details		
Registration No.		Date of Issue
Valid From		Product Item
Self-attested Copy of Registration and amendments thereof is to be submitted.		



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8. Details of the facilities to be made available by applicant:

Selected Applicant has to provide following infrastructure/facilities after selection as Bitumen BDA within 60 days of LOI. Land for TT parking space/storage of packed Bitumen drums and office - The applicant has to provide land for TT parking space/ Storage of Packed Bitumen drums and office at one of the specified locations, as per choice of applicant in application form. Land can be either owned or on long term lease for a minimum 5 years period for operation of Bitumen BDA. Area of facility shall be 25 meters X 25 meters (Minimum Area 625 Sq Mtrs). TT Parking Space and office with attached toilet should have proper road connectivity and sufficient space for movement of trucks.

At the time of submission of BDA application, applicants are required to provide documents/declaration for type of land under which the application is being submitted. (i.e. Owned land/Lease land/undertaking to offer land/facility)

(i) Applicants offering owned land in the application form:

- ❖ Copy of Khasra/Khatauni or any equivalent revenue document confirming status of the ownership of the land in the name of applicant.
- ❖ Registered sales deed/registered gift deed.
- ❖ Allotment letter issued from Govt/Semi Govt bodies.
- ❖ Any other type of ownership/ Transfer deed document in the BDA applicant entity name.

(ii) Applicants offering leased land to create desired TT parking space cum office:

- ❖ Copy of lease agreement in the name of applicant is required to be submitted along with application form, upon selection of applicant the registered lease deed for a minimum period of 5 years should be submitted within 60 days of LOI for issuance of LOA.

(iii) Applicants submitting undertaking for arranging desired TT Parking space cum office:

- ❖ Undertaking for arranging the desired TT Parking space cum office with clear title of land and location in the prescribed format provided in EOI. Upon selection of applicant as Bitumen BDA the facility to be made available for operation within 60 days of LOI.

Type of Ownership (Tick as applicable)	Owned land	Leased land	Undertaking for arranging desired land within stipulated period
Area of land (In Sq. Mtr)			

Address of land for TT Parking space cum office:

Telephone No

9. Remarks / any other details



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10. Application Fee details: A non-refundable fee of Rs 1180/- (Rupees One Thousand One Hundred and Eighty only) by a crossed Account payee Demand Draft / Pay order drawn on any Scheduled Bank in favour of “**Indian Oil Corporation Limited**” payable at **New Delhi**, should reach on or before due date & time at the address given in EOI.

Detail of Application Fees	Demand Draft/ Pay order no	Date of DD/ Pay order	DD/Pay order drawn on Bank	Remark

11- Definition of Family member:

Family members means spouse/unmarried Son/daughter in case applicant is married and Parents/ unmarried Brothers & Sisters if applicant is unmarried, will be considered.

11. DECLARATION BY THE APPLICANT:

i	I/we have gone through the attached guidelines and am/are aware that inter se suitability of candidates will be decided by evaluation of candidates on the document based marks and interview. Evaluation on document based marks will be done based on the information given by me/us in this application. On verification by the Company, if it is found that the information given by me/us is incorrect/false/ misrepresented then my/our candidature will stand cancelled and I/we will be declared ineligible for BDA. I/we also confirm that I/we am/are in possession of the supporting documents in original for the information given by me/us in this application and the same will be produced by me/us for verification as and when required by M/s Indian Oil Corporation Limited (IOCL). I/we am/are also aware that in case I/we fail to produce even a single original document (attested copies of which were attached with application form) to IOCL asked at the time of verification, I/we will become ineligible. I/we am/are also aware that in case any discrepancy is found at the time of Field Investigation conducted by IOCL (if applicable), I/we will become ineligible.
ii	I/ we am / are fully aware that if I/ we am /are a Business Development Associate (BDA) for any product appointed by any other Company, I/we will disengage myself/ ourselves from such appointments on being selected as BDA by M/s Indian Oil Corporation Limited (IOCL) & will be working on full time basis.
iii	I/ we am/ are also aware that mentally unsound and totally paralysed persons are not eligible for appointment as BDA and the applicant has submitted the requisite Medical certificate(s) in original. Remarks: In case of partnership firm or LLP, medical certificate for all partners will also be required to be shown in original from a Govt. medical practitioner (MBBS or above) at the time of Field Investigation for the empanelled applicant entity; failing which the empanelled applicant entity will be liable for rejection. And that the applicant should not have any criminal record or should not have been declared insolvent. Candidates convicted for any criminal offence involving moral turpitude and/or economic Offence (other than Freedom struggle) and those against whom charges have been framed by the Court (other than Freedom Struggle) would not be eligible.
iv	I/we have read and understood the eligibility and ineligibility criteria and confirm that I/we fulfil the eligibility criteria for selection of the above said BDA We have also gone through the detailed guidelines on filling of the application form as well as for evaluation/markng.
v	I/we undertake that the immovable/movable assets declared are unencumbered and any such information found to be false shall make applicant disqualified for this BDA selection.

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vi	Blacklisted entities of IOC as on date of application shall not be eligible to participate in the advertisement meant for selection of Bitumen BDAs.
vii	If selected as BDA, I/ we will be submitting Performance Guarantee of Rs. 50 lakhs in the form of BG as per BG format towards performance to fulfil minimum committed volume of sales as decided by State Office.
viii	The existing Bitumen BDAs can be appointed as BDA based on Satisfactory Performance certificate from the appointing Divisional/State Office and their meeting the selection/eligibility criteria as per guidelines of this advertisement.
ix	Notarised affidavit declaring veracity of all the declarations made in the application form is enclosed.
x	I / we am/are aware that in case of any dispute, the decision of IOCL will be binding and final.

UNDERTAKING:

I, -----daughter/son/wife of Shri-----hereby confirm that the information given above is true and correct to the best of my knowledge. Any wrong information/ misrepresentation/suppression of facts will make me ineligible for this BDA selection. I also undertake that I have gone through the afore-mentioned declaration and agree to abide by the same.

Place _____ Signature of applicant along with seal

Date: _____ Name of applicant (in block letters)

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GUIDELINES AND CRITERIA FOR SELECTION OF BDA

1. ROLES AND FUNCTIONS OF BDA:

- 1.1. BDA shall operate in both reseller mode as well as Product Promoter/Facilitator mode. However, In reseller mode, Billing will be done only on Bill to- Ship to basis.
- 1.2. Bitumen BDA shall solicit business from customers drawing their requirements through importers, OMCs including private players and upcoming new business to improve IOC's market share.

2. MODES OF OPERATION

2.1. Product Promoter (PP)/Facilitator

- 2.1.1. BDA in PP/Facilitator mode shall obtain order for supply of Bitumen/Bituminous Products from customers in favor of IOC in which payment shall be made directly by customer.
- 2.1.2. Invoice will be made in the name of customer only with name & code of BDA appearing on invoice as facilitator only.
- 2.1.3. In facilitator mode the ownership of Bituminous Products shall pass on from the corporation to the customer upon delivery of the bituminous products to the customer or his representative at Corporation's supply point and the corporation shall not in any way be held responsible for any loss or shortage thereafter. The title and ownership in the Bituminous products shall transfer to the customer or his representative at the supply point.

2.2. Reseller



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- 2.2.1. Bitumen BDA shall make e-payments to IOC for Bitumen/Bituminous products to be uplifted by him from our supply location(s).
 - 2.2.2. BDA has to mandatory make TT parking (Minimum 25 Mts X 25 Mts) cum office at the location where the application is made. The TT Parking Space and office with attached toilet should have proper road connectivity and sufficient space for movement of trucks.
 - 2.2.3. Appointed BDA shall not process Bitumen for making modified Bituminous products.
 - 2.2.5 In reseller mode the ownership of Bituminous Products shall pass on from the corporation to BDA upon delivery of the bituminous products to the BDA or his representative at Corporation's supply point and the corporation shall not in any way be held responsible for any loss or shortage thereafter. The title and ownership in the bituminous products shall transfer to the BDA or his representative at the supply point.
- 2.3 The Corporation will supply the Bituminous Products to the BDAs in reseller mode **in bill to ship to mode only** and to customer in facilitator mode at the prevailing selling price as applicable on date of supply against advance payment. The Corporation may, however, as its sole discretion agree to give such credit facilities as it deems fit to the Business Development Associate in reseller mode only from time to time and for such period/s as the Corporation considers appropriate and may cancel or vary the same at any time without assigning any reasons thereof.
- 2.4 At sole discretion, corporation may extend discount/incentive to appointed BDAs which will be communicated to successful applicant through a written communication.

3. AREA OF OPERATION OF BDA:

Appointed BDA shall operate within the jurisdiction of Haryana only, the same will be mentioned in the agreement executed for each BDA. However, the Corporation reserves right for any changes in the area of operation within the territory of State as per the business requirement.

4. VOLUME NORMS FOR BDA:

- 4.1. Minimum volume to be achieved by BDA shall be as per agreement with IOCL. Currently the minimum volume is 6 TMT per annum.

5. ELIGIBILITY CRITERIA FOR SELECTION OF BDA's

- 5.1. The parties falling under any one of the following categories stand to qualify for selection as Bitumen BDA:
 - 5.1.1. Bitumen Importers having imported min 10 TMT (8.5 TMT for MSE applicants*) of Bitumen during Last Financial year or current financial year (till date of advertisement). Bitumen importer shall provide IEC (Import Export code) along with Bill of lading/Entry for imports for establishing his credential for FY 2024-25 and FY 2025-26 till date of advertisement.
 - 5.1.2. Bitumen processors (Industrial Bitumen/Bitumen derivatives manufacturer) having processed/sold Bitumen/Bituminous products of min 10 TMT (8.5 TMT for MSE applicants*) during Last Financial year or current financial year (till date of advertisement). Bitumen Processor shall provide Factory License/Applicable manufacturing License/certificate, GSTIN and Excise/GST returns for establishing his credential along with copy of sales record (Invoices) indicating stated quantity during FY 2024-25 and FY 2025-26 till date of advertisement.



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- 5.1.3. Existing IOC's Bitumen PP/Reseller/BDA/ Business Associates of Black Oil, FTP, Lubes stockiest, Petrochemicals / IOC JV/IOC RO Dealers/ IOC SKO- LDO Dealers/ IOC LPG Distributers will qualify for selection as Bitumen BDA subject to submission of satisfactory performance certificate in their existing field duly issued by the respective State Offices/controlling offices by officers having rank not below "GM" of such function.
- 5.1.4. Bulk Bitumen Transporters having minimum 10 Nos (8 Nos in case of MSE applicants*) of owned Bitumen TT's. RC copies of owned TTs to be submitted. Ownership of TTs should be available before the date of publishing of expression of interest for selection of BDAs.
- 5.1.5. Co-operatives societies who are dealing with Bitumen related activities and having sold minimum quantity of 6 TMT (combined volume of all bituminous products) during last Financial Year or current financial year (till date of advertisement), Copy of purchase/sale/transaction invoices of bituminous products to be provided for financial year 24-25 or current financial year (2025-26) till date of advertisement of EOI.
- 5.1.6. Existing Bitumen customer of IOC with minimum combined off take of 20 TMT (17 TMT in case of MSE applicants*) of Bitumen/Bituminous products in last 3 completed financial years. Self-certified statement of purchases made/copy of invoices to be submitted for establishing the quantity as stated.
- 5.2. The Parties meeting any one of the selection criteria mentioned above should have a min turnover of Rs 10 Crores (8.5 Crores for MSE applicants*) as on 31st March of any of the last three financial years.
- 5.3. Turnover for this purpose should be as per audited Balance Sheet of the applicant. However, if the applicant is not required to get its accounts audited under Section 44AB of The Income Tax Act, 1961, certificate from a Practicing Chartered Accountant towards the turnover of the applicant along with copies of its Income Tax Return should be obtained.
- 5.4. For PSU firms, original letter from Company Secretary certifying the annual turnover for the applicable financial years may also be accepted. Original letter will have to be produced at the time of verification of documents

** Importer/Processors will have to create a separate entity after selection as BDA.

* Applicable for Parties registered with any of the following agencies/bodies as per Public Procurement Policy for Micro & Small Enterprises (MSE) Order 2012 provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on date of application. Micro, Small or Medium Enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid certificate as on close date of tender are not eligible for exemption.

- i. District Industries Centre (DIC)
- ii. Khadi and Village Industries Commission (KVIC)
- iii. Khadi and Village Industries Board
- iv. Coir Board
- v. National Small Industries Corporation(NSIC)
- vi. Directorate of Handicraft and Handloom
- vii. Udyog Aadhar Memorandum (UAM)
- viii. Any other body specified by Ministry of MSME

Note: Against UAM, copy of acknowledgement generated online shall be acceptable.



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6. SELECTION CRITERIA FOR BITUMEN BDA's

6.1. An applicant should be an Individual / Proprietary Firm / Registered Partnership Firm/ Limited Company / Central or State Govt. Bodies / State or Central PSU / Registered Cooperative Societies/ HUF (all entities except Individual/Proprietary Firm/HUF need to be registered in India under the relevant act). As per this clause, all entities to provide their registration certificate duly registered with respective authorities along with application form.

6.1.1. Individual Applicant

6.1.1.1. The applicant should be Indian citizen and resident of State of Haryana. Resident for its purpose means either residing or having well-established business in state of Haryana. Proof of residence to be established by the copies of personal residence records like passport / voter ID card/Aadhar Card/ domicile certificate issued by Sub-Divisional Magistrate/Tehasildar office / Revenue department or District collector office or any other authority in State of Haryana or through copies of business records like GST registration certificate/ IT clearance certificate.

6.1.1.2. Applicant should be minimum matriculate and should be minimum 21 years of age as on the date of application. Proof of age should be supported by copy of 10th Standard Board Certificate/ Aadhar Card / PAN Card / Secondary School Leaving Certificate / Birth Certificate / Passport / Identity card issued by Election Commission.

6.1.2. Registered Partnership Firm

In case of registered Partnership Firms, all Partners should individually fulfill the eligibility criteria with regard to age and educational qualification and the registered partnership firm should have well established business in Haryana State area. Each partner should submit separate application form along with necessary application fees by any one of the partner. However, the applications should be clubbed together. All partners have to attend the interview conducted by Level-II committee.

In case of partnership firm single application fees of Rs 1180/- to be submitted. The criterion like age & educational qualification shall be considered separately and average of the marks shall be taken while for rest of the parameters like financial capacity etc the same of the registered partnership firm shall be considered.

6.1.3. Registered Co-operative Society

Registered co-operative society should have established business in Haryana State. Individual members of the Registered Cooperative Societies should meet the non-conviction clause, including the society as an entity. Further, the members individually and the society as an entity, also should not have been blacklisted by any Oil Company on the date of their application. The society has to furnish appropriate resolution to show that the person making application is empowered to make the same.

6.1.4. Companies incorporated under companies act 2013

Companies incorporated under companies act 2013 including central / state PSUs/undertaking, are eligible to apply. However, Private Limited Companies would be eligible to apply only if they have well established business in Haryana State and also profit making during the previous 3 years prior to date of application for BDA. Audited balance sheet of previous 3 completed financial years to be submitted.

6.2. **In case of firm or registered Co-operative Society or Public/Private Ltd Company or Corporate house evaluation shall be done as below:**



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Parameters of age and educational qualification will not be applicable to such entities, marks obtained by such entities will be out of 65 marks instead of 85 marks applicable for individual candidates. The marks obtained by such entities will be converted out of 85 marks for the purpose of ranking. (i.e if an entity obtain 50 marks out of 65, then his marks for evaluation will be $50/65 \times 85$ i.e 65.38).

6.3. Associations / Registered bodies of State/institution dealing with Bitumen and Bituminous Product existing in the proposed operating area of BDA at least for a period of 2 years prior to the date of application shall be eligible to apply.

6.4. Working Capital Requirement:

Applicant should have adequate financial strength to provide **minimum working capital of INR 3.87 crores (Rupees Three Crores Eighty Seven Lakhs Only)**. Based on amount of working capital and documentary evidence submitted along with application form, Level - 1 committee shall award marks under this head.

6.5. Candidates should establish their ability to arrange working capital for Bitumen BDA as under :

6.5.1 Working Capital for Individual/Proprietary/HUF Applicant:

6.5.1.1. Working capital from own fund:

Liquid assets in the form of unencumbered bank balances/ FD/ NSC/Other Government Securities only in the name of candidate or his family members (as per definition of family which means spouse/unmarried Son/daughter in case of married applicant and parents/ unmarried Brothers & Sisters in case of unmarried applicant) will be considered. Liquid assets of family members will be considered in case of proprietary firm and HUF. The sum total of liquid asset of the candidate and family members will be considered as working capital from own funds. Affidavit from each family member is required in this regard on non-judicial notarized stamp paper. Copies of bank passbook / bank statement (Only opening balance on the date of advertisement shall be considered for working capital) certified by banker, FD, NSC, Govt Securities are to be submitted. All such documents, as on the date of advertisement, shall only be considered.

6.5.1.2 Working capital from loan against unencumbered fixed assets:

In case the individual candidate/proprietorship/HUF, proposes to raise loan from bank against unencumbered fixed assets for working capital, the evaluation shall be done as under:

(a) The assets should be in the candidate's own name of or in the name of his family members (as per definition of family given in the application form)

(b) The property should be valued by Government registered valuer and valuation certificate should not be older than 3 months from the last date of submission of application and the candidate shall submit letter from bank for loan and all supporting documents along with application for evaluation.

(c) Affidavit from each family member is required in this regard on non-judicial notarized stamp paper.

6.5.2 Working Capital for Public/Pvt Ltd Cos:

In case of Public/Pvt Ltd Co, the working capital based on CA certificate with detailed itemized working duly supported by latest available Balance Sheet of last financial year.



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6.5.3 Working Capital for Registered Partnership firms/Registered co-operative societies and Associations/Registered bodies of state/Institutions:

In case of said entities evaluation of working capital shall be carried out as below based on documents submitted by the applicant.

6.5.3.1 Working capital from own fund:

Liquid assets in the form of unencumbered bank balances/FD/NSC/Other Govt securities in the applicant firm name shall only be considered. Copies of bank passbook/ bank statement (Only opening balance on the date of advertisement shall be considered for working capital) certified by banker, FD, NSC. Govt securities are to be submitted for evaluation. All such documents, as on date of advertisement, shall only be considered.

6.5.3.2 Working capital is provided through Loan against fixed assets:

The same shall be provided against unencumbered fixed assets of the firm (Assets to be in the name of entity applying for BDA) and methodology of evaluation shall be as under.

(a) The unencumbered fixed assets to be in the firm's name only, not in the name of partners/shareholders.

(b) The property/Asset should be valued by Government registered valuer and valuation certificate should not be older than 3 months from the last date of submission of application and the applicant firm shall submit letter from the bank for loan and all supporting documents along with application for evaluation.

6.5.3.3 Working capital based on Balance Sheet of firm:

In case the said applicant entities are submitting working capital based on balance sheet, the same shall be evaluated based on CA certificate with detailed itemized working duly supported by latest available Balance Sheet of last Financial year.

7. Disqualification:

7.1. Individual/proprietorship firm:

7.1.1. Persons convicted for any criminal offence involving moral turpitude / economic offences (other than freedom struggle).

7.1.2. Have been a signatory / owner / partner / Director to a dealership / BDA etc. of any other IOC Channel member which has been Blacklisted/Holiday listed as on the date of application.

7.1.3. Mentally unsound or totally paralyzed.

7.2. Registered Partnership Firm:

7.2.1. For Registered Partnership firms the conditions spelt out above for Individual/ proprietorship would be applicable to each partner of the registered partnership firm individually.

7.3. Pvt. Ltd Company / Cooperative society/ Associations / Registered bodies of State/institution:

7.3.1. The Entity while meeting the eligibility criteria will be considered as ineligible for applying for BDA in following cases.

7.3.2. Entity is under investigation or convicted for any economic offence.



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- 7.3.3. Entity is blacklisted by other IOC channel member or any other Govt Oil marketing Company on account of proven malpractices, which is effective as on date of application.
- 7.4. Insolvency/Bankruptcy shall also be ground for disqualification of applicants.
- 7.5. Affidavit for points 7.1 to 7.4 to be given as per format for respective category of applicants, **Annexure-G**.
- 7.6. **An applicant is eligible to apply for only one.**

8. FACILITIES TO BE MADE AVAILABLE BY THE BDA

- 8.1. Selected Applicant has to provide following infrastructure/facilities within 60 days of LOI.
 - 8.1.1. Land for TT parking space/storage of packed Bitumen drums and office - The applicant has to provide land for TT parking space/ Storage of Packed Bitumen drums and office at the specified location, as per choice given in application form by the applicant in Haryana. The facility can be either owned or on long term lease of minimum 5 years. Required area of land to be minimum 625 Sq Mts (25 meters X 25 meters). The TT Parking Space and office with attached toilet should have proper road connectivity and sufficient space for movement of trucks.
- 8.2. The applicant should at least submit one of the following documents in support of land offered for Bitumen BDA for TT Parking Space/storage space of packed Bitumen drums and office before issuance of LOA. The land should have clear title and meant for ready commercial use.
 - 8.2.1. Khasra/Khatauni or any equivalent revenue document or certificate from revenue official confirming status of the ownership of the land
 - 8.2.2. Registered Sale deed/Registered Gift deed
 - 8.2.3. Lease agreement or firm allotment letter issued by Government / Semi Government bodies
 - 8.2.4. Any other type of ownership / transfer deed document
- 8.3. If the land for TT Parking Space/storage space of packed Bitumen drums and office is owned by the Family member of an individual/proprietary applicant (as per family member defined in the application form) then it will be considered as owned subject to a notarized affidavit from the family member. Format of affidavit is attached as Annexure-E.
- 8.4. If the land for TT Parking Space/storage space of packed Bitumen drums and office is not owned by the applicant then a registered lease deed for minimum period of 5 years from the date of LOI to be submitted before issuance of LOA.
- 8.5. If the land of storage space is jointly owned by applicants along with third party, then a NOC from the third party has to be submitted along with registered lease deed before issuance of LOA.
- 8.6. Other Infrastructure
 - 8.6.1 Telephone (land line) with broadband connection with minimum 4Mbps.



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- 8.6.2 Computer as per IOC specifications
- 8.6.3 One Manager for overall supervision/Liasioning

8.7. At the time of submission of BDA application, category wise documents as given below are to be submitted along with application forms.

8.7.1 Applicants offering owned land in the application form:

- ❖ Copy of Khasra/Khatauni or any equivalent revenue document confirming status of the ownership of the land.
- ❖ Registered sales deed/registered gift deed.
- ❖ Allotment letter issued from Govt/Semi Govt bodies.
- ❖ Any other type of ownership/ Transfer deed document in the BDA applicant entity name.

8.7.2 Applicants offering leased land to create desired TT parking space cum office:

- ❖ Copy of lease agreement in the name of applicant is required to be submitted along with application form, upon selection of applicant the registered lease deed for a minimum period of 5 years should be submitted within 60 days of LOI for issuance of LOA.

8.7.3 Applicants submitting undertaking for arranging desired TT Parking space cum office:

- ❖ Undertaking for arranging the desired TT Parking space cum office with clear title of land and location in the prescribed format provided in EOI. Upon selection of applicant as Bitumen BDA the facility to be made available for operation within 60 days of LOI.

9. SELECTION PROCEDURE

9.1. The process of selection of BDAs will be through two level selection committee. Committee (Level-I)-evaluation based on documentary proof followed by finalization in second Committee (Level-II) through personal interviews.

Applicants meeting Prequalification and Eligibility criteria shall submit duly filled applications in prescribed format along with required documents at the office of Divisional Institutional Business Head, Delhi Divisional office, Indian Oil Corporation Limited (Mktg Div), World Trade Centre, 2nd Floor, Babar Road, New Delhi-110001

9.2. Blacklisted entities of IOC as on date of application shall not eligible to participate in the advertisement meant for selection of Bitumen BDAs.

10. Evaluation of Applications

10.1.1. The Level-1-Committee after scrutiny and evaluation, will award marks based on following document-based parameters:

Level-I

S. No.	Parameter	Description	Scoring system	
			Marks	Max Marks



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1.	Availability of Working Capital defined in 6.4 & 6.5 (Percentage of minimum working capital).	i. More than 200%	40	40
		ii. More than 150% to 200%	30	
		iii. 100% to 150%	25	
2.	Educational qualifications	i. Engg / MBA/CA	10	10
		ii. Post Graduate	9	
		iii. Graduate	8	
		iv. Higher Secondary	7	
		v. Matriculate	5	
3.	Age	i. 21- 30	8	10
		ii. 31-45	10	
		iii. 46-55	9	
		iv. 56-60	7	
		v. Above 60	5	
4.	Ready availability of infrastructure as defined in 8	i. Owned land with TT Parking space cum office.	25	25
		ii. Possessing Leased land to create desired TT Parking space cum office	20	
		iii. Undertaking for arranging desired TT Parking space cum office within stipulated period, as per given format	15	

10.1.2. The above marks will be awarded on the basis of attested copies (self-certified / notarized) of the documents submitted along with the application. All the documents enclosed with the application form will be serially numbered and signed by each Level-I committee members.

10.1.3. The capability of the candidate regarding availability of infrastructure will be assessed as on date of submission of application, however, in case of working capital requirement the assessment of the candidate's capability shall be assessed as on date of advertisement.

10.1.4. The applications of candidates scoring min 50% marks in L1 evaluation shall only be considered for interview by L2 committee.

10.2. Level-II Committee:

In Level-II, marks will be awarded with regard to business / personality related parameters (based on interviews) by a committee, consisting of the following:

10.2.1. The Level-II Committee will interview the candidates based on parameters as given below:

S. No.	Parameter	Max. marks
1	Product knowledge	5
2	Plans for sales/Business experience	7

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3	Personality/Business Acumen	3
	Total	15

- 10.2.2. Applicant should bring Interview Call Letter while coming for interview.
- 10.2.3. Identification card for establishing the personal identity of applicant.
- 10.2.4. Verification of authority letter from the competent authority with seal in original and attested signature of the person appearing along with photo id proof in case of society / limited company.
- 10.2.5. The marks awarded by the Level-I committee will be added to the marks of Level-II committee by the Level-II committee and accordingly, the final marks sheet would be prepared by Level-II committee.
- 10.3. In case of tie in (L1+L2) marks, preference will be given to the candidate in following order:
- 10.3.1. Central / state PSUs/undertaking dealing with Bitumen and Bituminous Product
- 10.3.2. Candidate having higher marks in L1 stage (in case tie continues)
- 10.3.3. Candidate having higher marks in working capital (in case tie continues)
- 10.3.4. By lottery among remaining application (in case tie continues)
- 10.4. Minimum qualifying marks will be 50% i.e. 50 marks out of 100 (combined L1 & L2 marks).

11. POST INTERVIEW PROCESS

- 11.1. Field Investigation Report (FIR) of the successful candidate to whom LOI needs to issue will be carried out. Based on observation in FIR, LOI shall be issued.
- 11.2. The selected candidate should comply with all the requisites as mentioned in the LOI (Incl. mandatory requirement of having Valid GSTIN registration), both statutory and non-statutory, within a period of max. 60 days from the date of LOI, failing which the LOI shall be withdrawn by serving 15 days notice by registered post.
- 11.3. In the event of failure of the candidate ranked No. 1 and the consequent withdrawal of LOI, the candidate ranked no. 2 in the merit panel will be issued the LOI after FIR.

12. PERFORMANCE GUARANTEE

- 12.1. BDA shall submit Performance Guarantee of Rs. 50 lakhs in the form of BG towards due performance of their obligations to fulfill minimum committed volume of sales as decided by State Office. Pro-forma of BG is attached for reference.
- 12.2. Performance BG shall be valid for the period up to 6 months from the date of expiry of agreement.
- 12.3. Performance Bank Guarantee shall be invoked If the BDA's sales is below agreed annual target for that year.

13. PRODUCT RELEASE:

- 13.1. The product release to BDA shall be as per the existing policy of IOCL. The salient points of the current policy are summarized below



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- 13.2. BDA, before commencing supplies, will ensure verification of relevant documents, as applicable for direct customers of IOC and should ensure that the same are valid and in order.
- 13.3. BDA will submit monthly statement of customer wise sales details for the product to Divisional Office, which will be cross checked by Divisional Office with SAP/Authentication by field officer. BDA shall also confirm that sales have been to genuine end use customers within his area of operation.
- 13.4. All releases to BDA and further sale to customers by BDA shall be guided by various existing guidelines / polices / circulars issued from time to time of Indian Oil Corporation Limited.
- 13.5. All the provisions under GST to be complied.
- 13.6. BDA shall sell products to end user only.

14. TERMINATION OF BDA

BDA may be terminated for below performance/ non achievement of target as per Agreement. Indian Oil reserves the right to terminate the BDA without assign any reason.

15. GENERAL CONDITIONS

- 15.1. Tenure of BDA - It shall be for 3 years (1 + 2 years) from the date of signing of the agreement and can be renewed for subsequent period of 2 years subject to satisfactory performance of the BDA at sole discretion of IOC.
- 15.2. Employed applicants - A person (individual) if selected as BDA and employed, will be required to resign from the present job prior to his / her appointment as Bitumen BDA. Proof of acceptance and relieving by the employer is to be submitted by the candidate before the issuance of LOA.
- 15.3. **Application processing fee:** The applicant shall pay a fee of Rs. 1180/- through Demand Draft/Pay order drawn on any Scheduled Bank in favour of "**Indian Oil Corporation Limited**", payable at **New Delhi** for processing of the application form for Bitumen BDA.

16. INDEMNITY BOND

- 16.1. It will be the responsibility of the BDA to complete all required formalities pre-sale and post-sale. Likewise, it will be responsibility of the BDA to ensure/maintain availability of all documents relevant to sale for scrutiny post sales also.
- 16.2. The BDA shall verify all statutory documents before release of supplies to any customer and shall be entirely responsible for sale of all products through them. All Govt. regulations have to be followed by them. IOC will not be responsible and will not entertain any complaint from any customer serviced by the reseller.
- 16.3. The reseller would be bound through an agreement to be executed with the State Office.
- 16.4. All documents attached with the application should be self-attested / notarized and Originals to be produced for verification at the time of interview.

17. OTHER IMPORTANT POINTS



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1. Candidates must note that fulfilling all eligibility criteria specified in the advertisement read in conjunction with application form is mandatory. In case of any difference of interpretation of any of the terms of this advertisement or application form, those specified in the application form shall prevail. Applicant should ensure attachment of all relevant documents / certificates / undertaking / affidavits with the application forms.
2. Original copies of all documents / certificates, enclosed by the candidates, with the application form, are to be produced at the time of Interview for verification. Application forms must be submitted on or before due date & time.
3. Forms received after due date / time will be summarily rejected. Similarly, incomplete application forms, forms submitted without relevant attachments will be rejected.
4. No additions/ deletions / corrections will be permitted in Application form once it is submitted, unless specifically asked for in writing by IOCL and submitted by the Applicant in writing within specified period as mentioned in Application Guideline Section.
5. IOCL reserve the right to reject the applications of any or all the Applicants without assigning any reason whatsoever at its absolute discretion. IOCL also reserves the rights to withdraw / cancel/ modify BDA selection process without assigning any reason whatsoever.
6. The format for declaration of blacklisting / holiday listing is a given. The same is to be attached duly filled and signed along with Application form.
7. The Business Development Associate shall not indulge in any of the similar activity of selling/distributing Bituminous Products for any other Oil Company or importing Bituminous Products or distribution/marketing in India. Within 60 days from the date of LOI, successful applicant has to surrender similar association (if any) with other oil company for selling/Distributing Bitumen/ Bituminous product for issuance of LOA by the corporation.
8. Each page of the application and all attached documents are to be signed and stamped by applicant and are to be serially numbered. No overwriting is permitted on the application form.

18. APPLIATION GUIDELINES.

Please ensure compliance with following conditions while submitting the application.

1. **If any statement made in application or in the documents enclosed therewith or subsequently submitted in pursuance of the application by the candidate at any stage is found to be incorrect or false, his/ her application is liable to be rejected without assigning any reason and in case he /she has been already appointed as a BDA then it is liable to be terminated. In such cases, the applicant shall have no claim whatsoever against IOCL.**

Further, details of the eligibility criteria and conditions as mentioned in application form shall apply.



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Applications along with other requisite documents can be downloaded from our website <https://iocl.com/latest-job-opening>

Duly filled and signed application along with nonrefundable fee of Rs 1180/- (Rs 1000/- + 18% GST) (Rupees One Thousand One Hundred and Eighty only) by a crossed Account payee Demand Draft / Pay order drawn on any Scheduled Bank in favour of Indian Oil Corporation Limited payable at New Delhi, **should reach on or before due date & time at the following address.**

Sealed envelope containing application form along with supporting documents by superscribing advertisement ref no: IOC/DSO/BITUMEN BDA/25-26/01, name & address of applicant on envelope to be submitted offline at the following address.

**Divisional Institutional Business Head
Delhi Divisional Office
Indian Oil Corporation Limited (Mktg Div),
World Trade Centre, 2nd floor,
Babar Road,
New Delhi-110001**

For any clarifications the aforesaid officer at the given address can be contacted.



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ANNEXURE-A

PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

In the case of Proprietary/HUF 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 Bid/Tender nor any other concern in which I am proprietor nor in any partnership firm in which I am involved as a Partner, are presently or have during the past three years, been placed on any Black List or Holiday List declared by Indian Oil Corporation Ltd. or by any department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country nor is there pending any inquiry by Indian Oil Corporation Limited or any Department of the Government or by any Public Sector Organization in India or in any other country, in respect of any corrupt or fraudulent practice(s) against me or any other of my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and/or inquiry and in absence thereof state "NIL").

.....

In the case of a Partnership Firm:

We hereby declare that neither we, M/s. _____, submitting the accompanying Bid / Tender nor any partner involved in the said firm either in his individual capacity or as proprietor of any other firm or concern presently are or within the past three years have been or has been placed on any blacklist or holiday list declared by Indian Oil Corporation Ltd. or by any department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organisation in India or in any other country, in respect of corrupt or fraudulence practice(s) against us or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below :



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(Here give particulars of blacklisting or holiday listing and/or inquiry and in the absence thereof state "NIL")
.....

In the case of Company/all other entities:

We hereby declare that we or a parent, subsidiary or other company under direct or indirect common parent (associate company) are presently nor have within the past three years have been placed on any holiday list or blacklist list declared by Indian Oil Corporation Ltd. or by any department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organisation in India or in any other country and that there is no pending inquiry by Indian Oil Corporation Limited or by any Department of any Government (State, Provincial, Federal or Central) or any Public Sector Organisation in any country against us or a parent or subsidiary or associate company as aforesaid in India or in any other country, in respect of corrupt or fraudulent practice(s), except as indicated below:

(Here give particulars of blacklisting or holiday listing and / or inquiry and in the absence thereof state "NIL")
.....

It is understood that if this declaration is found to be false in any particular, IndianOil Corporation Ltd. shall have the right to reject my/ our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to Indian Oil Corporation Limited.

Place: _____ Signature of Bidder _____

Date: _____ Name of Signatory _____



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ANNEXURE-B

BUSINESS DEVELOPMENT ASSOCIATE AGREEMENT

This Agreement is made on this ____ day of _____ Two Thousand _____.

Between

M/s Indian Oil Corporation Ltd., a Company registered under the Companies Act, 1956 and having its Registered Office at Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai – 400 051, its State Office at **[Insert the address as applicable]** (hereinafter called ‘**the Corporation**’ which expression shall include its heirs, executors, administrators, its successors and assigns in law) of the One Part;

And

Shri/Smt/Ms/Mrs _____ of _____ son/ daughter of _____, an individual/sole proprietor/, of Indian Inhabitant carrying on business under the firm name and style of _____ currently residing at _____

(Hereinafter called “Business Development Associate”, which expression shall include his/her heirs, executors, administrator, its successors and permitted assigns in law) of the Other Part ;

Or



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Shri/Smt/Ms/Mrs _____ and _____ and _____ of _____ Indian inhabitant carrying on business under the firm name and style of _____ a firm registered under the Indian Partnership Act of 1932 at _____ “(hereinafter referred to as the “Business Development Associate”, which expression shall include the partners of the said firm at the date hereof, the partners for the time being of the said firm, the respective heirs, executors, administrators and permitted assigns of such partners, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the surviving partner or partners)” of the Other Part ;

Or

M/s _____ a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ (Hereinafter called “Business Development Associate” which expression shall include it’s executors, administrators, successors and permitted assigns in law) of the Other Part;

Or

Shri/Smt/Ms/Mrs _____ of _____ Indian inhabitants as the Karta and Manager of a joint and undivided Hindu Family consisting of himself/ herself and _____ carrying on business under the firm name and style of _____ at _____ (Hereinafter called “Business Development Associate” which expression shall include the Karta and manager for the time being of the said Hindu undivided family, the members for the time being of the said Hindu undivided family, the survivor or survivors of them and the heirs, executors, administrators permitted assigns of such survivors)” of the Other Part ;

Or

M/s _____ SOCIETY LTD, a Society registered under _____ Societies Act, _____ under Registration No. _____ having its Registered Office at _____ “(hereinafter referred to as the “Business Development Associate” which expression shall include it’s successors and permitted assigns)”. of the Other Part ;

WHEREAS:

The Corporation carries on the business of refining and sale of petroleum products and more particularly of Bitumen VG-10 , VG-30, & VG – 40 grades and other Bituminous products under the brand name of ‘Durapave’ (hereinafter referred to as ‘**Bituminous Products**’).

The Corporation is interested to promote and augment its sale of **Bituminous Products** and for the said purpose is desirous of having a proper business promotion network.



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For the aforesaid purpose, the Corporation wants to appoint competent Firms / Companies / Societies / Proprietor / HUF who can act as Business Development Associate for the places to be specified thereof:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. This Agreement shall be valid for a period of _____ years from _____. This Agreement may be extended for a further period of _____ years at the sole discretion of the Corporation.

2. The Business Development Associate shall act in Product Promoter / Facilitator mode and/or in Reseller mode. The formalities are attached as per Annexure I.:

- a. Product Promoter/Facilitator mode wherein Business Development Associate shall obtain order for supply of Bitumen/Bituminous Products from customers in favor of IOC in which payment shall be made directly by customer and invoice shall be made by IOC in the name of customer only -
- b. Reseller mode wherein Business Development Associate shall purchase Bitumen/Bituminous products from IOC in his registered name by making payment directly to IOCL and subsequently sell to customers on his account.

3. The area of operation of the Business Development Associate shall be confined to the Districts of _____ or State of _____. The Business Development Associate shall not sell Corporations products to customers outside the area of Operation.

4. The Business Development Associate confirms that he has capability and infrastructure to act as Business Development Associate for marketing of Bituminous Products. The Business Development Associate shall not during the currency/existence of this agreement indulged in any similar activity of selling/distributing Bituminous Products for any other Oil Company or importing Bituminous Products or distribution/marketing of Imported Bitumen in India.

5. The Business Development Associate after evaluating the market potential has assured and undertaken to meet the sales target as mentioned in this Agreement from the date of commencement of supplies and hereby assures achieving the sale target fixed by the Corporation from time to time.

a. Facilitator Mode :

i. Bulk

Bitumen Grade Name	Qtr 1 sales Tgt	Qtr 2 sales Tgt	Qtr 3 sales Tgt	Qtr 4 sales Tgt
VG 10				
VG 30				
VG 40				



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CRMB...			
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ii. Pack

Bitumen Grade Name	Qtr 1 sales Tgt	Qtr 2 sales Tgt	Qtr 3 sales Tgt	Qtr 4 sales Tgt
VG 10				
VG 30				
VG 40				
CRMB...				

b. Reseller Mode (Only Bill To – Ship To mode allowed):

i. Bulk

Bitumen Grade Name	Qtr 1 sales Tgt	Qtr 2 sales Tgt	Qtr 3 sales Tgt	Qtr 4 sales Tgt
VG 10				
VG 30				
VG 40				
CRMB...				

ii. Pack

Bitumen Grade Name	Qtr 1 sales Tgt	Qtr 2 sales Tgt	Qtr 3 sales Tgt	Qtr 4 sales Tgt
VG 10				
VG 30				
VG 40				
CRMB...				

6. It is clearly understood and accepted by the Business Development Associate that the Corporation shall have the discretion to terminate the Agreement and/or take other actions including forfeiture of the performance guarantee, as deemed fit within the policy frame work of the organisation, if the Business Development Associate fails to achieve the sales target for any reason whatsoever.

7. It is specifically agreed and declared that the basic condition of the grant of the Business Development Associate right by the Corporation herein is that the Business Development Associate hereby agrees, undertake and covenants to achieve the target mentioned herein failing which it shall be deemed that he has committed breach of obligation as Business Development Associate and the Corporation reserves the right at its sole discretion to terminate the Agreement and/or take other actions including forfeiture of the performance guarantee, as deemed fit within the policy frame work of the Corporation.



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8. The Corporation shall have the absolute right to revise the aforesaid minimum target from time to time by notice in writing and on every such revision, this clause shall be read and construed as if such revised figures had been mentioned herein instead of those hereinabove setout. It is also specifically agreed that in the event of the Business Development Associate not achieving the aforesaid minimum quantities, the Corporation shall be entitled, notwithstanding any acquiescence or waiver of this condition in respect of anyone or more quarters and notwithstanding any other provision herein contained to terminate this Agreement by giving _____days notice in writing to the Business Development Associate.

9. A Performance Guarantee of Rs. 50 lakhs in the form of BG shall be submitted by Business Development Associate towards due performance of their obligations to fulfill minimum committed volume of sales as decided by State Office of the Corporation. Performance BG shall be valid for the period upto 6 months from the date of expiry of this Agreement. Performance Bank Guarantee shall be invoked if the Business Development Associate sales is below 60% of annual target for that year.

10. The Business Development Associate shall at his own cost arrange to have necessary infrastructures for operating the Business Development Association for Bituminous Products.

11. The Business Development Associate hereby undertakes that he/they shall be solely, entirely and exclusively be responsible to collect/arrange to collect Bituminous Products from the supply point, as decided by the Corporation, at their own cost and expenses. Corporation shall not be under any obligation to deliver the Bituminous Products to Business Development Associate.

12. a) In reseller mode the ownership of Bituminous Products shall pass on from the Corporation to the Business Development Associate upon delivery of the Bituminous Products to the Business Development Associate or his representative at Corporation's supply point and the Corporation shall not in any way be held responsible for any loss or shortage thereafter. The title and ownership in the Bituminous Products shall transfer to the Business Development Associate or his representative at the supply point.

b) In facilitator mode the ownership of Bituminous Products shall pass on from the Corporation to the Customer upon delivery of the Bituminous Products to the Customer or his representative at Corporation's supply point and the Corporation shall not in any way be held responsible for any loss or shortage thereafter. The title and ownership in the Bituminous Products shall transfer to the Customer or his representative at the supply point.

Hence transfer of Bituminous Products in both the modes shall be on ex-MI basis.

13. The risk of any loss or damage or deterioration of the Bituminous Products from whatever cause arising/occurring after dispatch/supply/delivery thereof from the Corporation's supply point shall be borne by Business Development Associate in case of Reseller mode & by Customer in case of Facilitator mode.

14. The Business Development Associate shall provide for necessary facilities as determined by the Corporation, at their own expense which should be duly licensed by the appropriate Government Municipal Authorities as may be required for receiving and storing the Bituminous Products. The construction, maintenance and upkeep of the



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Business Development Associate's facilities as per conditions of the permit/licence or other statutory provisions shall be the sole and exclusive responsibility of the Business Development Associate who will be liable to pay, bear and discharge the entire expenditure for the same.

15. The Corporation will supply the Bituminous Products to the Business -Development Associate in reseller mode and to customer in facilitator mode at the prevailing selling price as applicable on date of supply against advance payment. The Corporation may, however, as its sole discretion agree to give such credit facilities as it deems fit to the Business Development Associate in reseller mode only from time to time and for such period/s as the Corporation considers appropriate and may cancel or vary the same at any time without assigning any reasons thereof.

16. The Business Development Associate shall be free to negotiate their final selling price with the respective customers. The Business Development Associate shall however release Bituminous Products only to customers who are end users of the Bituminous Products and approved by the Corporation.

17. The Corporation shall be entitled at any time and from time to time and without any previous notice to the Business Development Associate to change the price of Bituminous products to the Business Development Associate. The Corporation shall not in the event of any such change be bound to make any allowance or pay any compensation to the Business Development Associate for any such change in price.

18. The Business Development Associate shall obtain each and every licence(s) necessary for the sale of Bituminous Products which will be required under any Central/State Government, Municipal or Local enactment for the time being in force and shall faithfully observe and perform all the terms and conditions for such license(s) and shall promptly renew the same from time to time.

19. The Business Development Associate will observe the provisions of the Petroleum Act and the Explosive Act and any statutory re-enactment or modifications made thereunder and all other Government or Municipal Local or similar Acts, Laws regulations and bye-laws, as may be in force from time to time relating to his business.

20. Business Development Associate needs to obtain necessary permission from the Nodal Officer before approaching potential customers. Business Development Associate will ensure release/sale of Bituminous Products to the actual and end users after verification of their manufacturing facilities and possession of statutory licence and approvals for storage and use of Bituminous Products.. Business Development Associate shall not supply Bituminous Products for projects for which Corporation has already entered/or in the process of entering into agreement with the customer for such projects. The confirmation on such projects needs to be obtained from Nodal officer. The records for the supplies released to the different customers would be maintained by the Business Development Associate and same will be provided to the concerned Divisional Office of Corporation on monthly basis. In case of non-fulfilment of this condition, Corporation shall have the right to terminate the Business Development Associate.



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21. The Business Development Associate shall at all times and from time to time at his own cost and expense take out adequate and proper insurance from a well-reputed Insurance Company against all risks including third party risk to persons and properties, fire and explosion risk, riot risk, comprehensive motor vehicle policy risk, workmen's compensation and injury policy and/or loss or damage to the product due to any cause whatsoever and shall keep all such insurance policies in force at all times.

22. All expenses incurred in connection with or incidental to the storage, licensing, handling, sale and distribution of the products shall be borne by the Business Development Associate. The Business Development Associate shall be solely responsible for the payment of all local and other taxes in respect of the sale of Bituminous Products. The Corporation will not be liable to bear such expenditure under any circumstances whatsoever.

23. The Business Development Associate shall be solely responsible for any breach or contravention by himself, his employees, agents or sub-agents of any Acts, rules, regulations or bye-laws of the Central and/or State Government and/or Municipal Local and/or other Authorities as may be applicable to the business including without prejudice to the generally of the foregoing, the concerned authorities respectively appointed under the Petroleum Act, Packaged Commodities Act, 1977, Payment of Wages Act, Shops and Establishments Act, Factories and the Workmen's Compensation Act, the Explosives Act or any other Act or Statutory Rules, Regulations or by-laws made thereunder and/or applicable from time to the business of storage and sale of products and persons engaged in connection therewith and the Corporation shall be not be responsible in any manner for any liabilities arising out of non-compliance by the Business Development Associate with the same.

24. In all contracts, engagements or transactions entered into by the Business Development Associate with his customers for the sale of Bituminous Products or otherwise, the Business Development Associate shall act and shall always be deemed to have acted as a principal and not as an agent or on account of the Corporation. The relation between the Corporation and that of Business Development Associate shall be on Principal to Principal basis.

25. The grant of any credit by the Business Development Associate to his customers shall be at his own risk and shall not in any way affect the Business Development Associate's liability to the Corporation.

26. The Bituminous Products supplied to the Business Development Associate shall be in accordance with proprietary specifications as may be in force at the relevant time and as adopted by the Corporation from time to time subject to deviations and modifications thereof. The Business Development Associate shall take every possible precaution against contamination of the Bituminous Products by things injurious to their quality and shall not in any way directly or indirectly adulterate or alter the specifications of the Bituminous Products as delivered.

27. The Business Development Associate shall market the Bituminous Products under the nominated names only and in the original specifications and not change or compound and make more products and market the same with or without using the Corporation's name. The Corporation shall have its right to draw samples as and when necessary of all Bituminous Products held at the Business Development Associate's premises at any time for testing for quality control and check malpractices of the Bituminous Products marketed by the Corporation and



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lying with the Business Development Associate. The opinion of the State Institutional Business Head of the Corporation for the time being as to whether any Bituminous Products of the Corporation has been contaminated and/or adulterated shall be final and binding upon the Business Development Associate.

28. In the event of the Corporation finding that the contamination and/or adulteration of Bituminous Products has been due to any act or default or negligence of the Business Development Associate or of his servants or agents, the Corporation shall have right without being bound to do so to remove the contaminated/adulterated Bituminous Products and to destroy or otherwise deal with the same without making any payment therefore to the Business Development Associate and without prejudice to the Corporation's right to terminate this Agreement forthwith.

The expression "State Institutional Business Head" shall refer to the incumbent from time to time of that office and shall include any officer of the Corporation officiating as such General Manager and any officer of the Corporation who may head or be in charge of the State Office in question whatever be his changed or modified designation, if any.

29. The Business Development Associate shall not do any act or omit to do any act whereby the Corporation's rights in its Trademarks or any of them may be jeopardized. The Business Development Associate shall not any time claim or have any right in any of the trademarks of the Corporation and shall promptly convey to the Corporation any information obtained or received by him of any infringement of any trade mark of the Corporation or of the use by any person, firm or company of any trade mark which may be deceptively similar to any of the Trademarks of the Corporation. The Business Development Associate shall not use any Trademark of the Corporation except as may be specifically allowed in writing by the Corporation at its sole discretion.

30. The Business Development Associate shall promote, distribute and sell Corporation's Bituminous Products in furtherance of this obligation, but without limitations the Business Development Associate agrees to:

Manage its Business Association so as to maintain and enhance the public acceptance of Corporations' Trademarks and Bituminous Products.

Adopt and promote Corporations' Marketing Programs and Philosophy to aggressively sell its Bituminous Products through cooperation with Corporation and through the Business Development Associate's own philosophy, development and implementation of its own related sales, advertising, promotional and technical programs for Corporations Bituminous Products.

Manage its Business Association so as to meet or exceed Corporations' high standards of Bituminous Products quality and customer service.

Refrain from conduct that will, directly or indirectly, cause any injury or damage to the Goodwill or Reputation or Corporations' Bituminous Products or to Corporation or any of its affiliates.



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Maintain a properly trained sales force of adequate size to represent and promote effectively the sale of Corporations' Bituminous Products.

31. The Business Development Associate shall at all times faithfully, promptly and diligently observe and perform and carry out at all times all directions, instructions, guidelines and orders given or as may be given from time to time by the Corporation or its representative(s) on safe practices and marketing discipline. The Business Development Associate shall scrupulously observe and comply with all laws, regulations and requisitions of the Central/State Government and of all authorities appointed by them or either of them and/or any other local authority with regard to the safe practices.

32. The Business Development Associate shall indemnify and hold harmless the Corporation from all losses, damages, claim, suits, legal proceedings or actions which may arise out of or result from any loss or injury to any person or property or from violation of any statutory enactment's, rules and regulations or other written orders or other laws or caused by or resulting from non-observance by the Business Development Associate or any of the terms contained herein.

33. The Business Development Associate shall at all times indemnify and keep indemnified the Corporation, its officers, employees and agents all losses, damages, liabilities, suits, actions, legal proceedings, claims by the Central and/or State Government and/or Municipal local and/or other authorities and/or by any customers of the products and/or by any other third party as a result of or in consequence of any action or omission of whatsoever nature of the Business Development Associate, his servants or agents including without prejudice in the generality of the foregoing any accident or loss or damage/inquiry to life and/or property arising out of the storage, handling and/or sale of the Bituminous Products or attributable to the use of his business whether or not such act or omission or accident or loss or damage was due to any negligence, want of any misconduct of the Business Development Associate and/or his servants or agents.

34. (a) The term "Tax" in addition to tax imposed under CGST / SGST / IGST / UTGST/ GST compensation cess Acts, also includes any duties, cess or Statutory levies levied by the Central or State authorities. It would be the responsibility of the contractor to get the registration with the respective Tax authorities.

(b) Any taxes being charged by the BDAs would be claimed by issuing proper TAX Invoice indicating details / elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with IOCL's registration number as applicable for particular supply on all invoices raised on IOCL.

(c) BDA to provide the GSTIN number from where the service is proposed to be undertaken. Further the Service Accounting Code (SAC) as applicable for the subject tender needs to be provided.

In case the BDA is opting for Composition scheme under the GST laws (i.e. Section 10 of the CGST ACT,2017 and similar provisions under the respective State / UT law), the BDA should confirm the same. Further the BDA to



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confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on IOCL.

In case the BDA is falling under Unregistered category, the BDA should confirm the same.

(d) The BDA would liable to reimburse make good of any loss / claim by IOCL towards tax credits rejected / disallowed by any tax authorities due to non-deposits of taxes or non-updation of the data in GSTIN network or non-filing of returns or non-compliance of tax laws by BDA by issuance of suitable credit note to IOCL. In case, BDA does not issue credit note to IOCL, IOCL would be constrained to be recovered including the interest payable along with Statutory levies / tax, if any payable on such recoveries.

(e) Tax elements on debit note / supplementary invoice, raised by the BDA will be reimbursed by IOCL as long as the same is within the permissible time limit as per the respective Taxation laws and also permissible under the terms and conditions of the BDA agreements. BDA to ensure that such debit notes are uploaded by filing the statutory returns as may be prescribed from time to time.

(f) BDA shall avail and pass on benefits of all exemption/ concessions/ benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by IOCL.

(g) In case, IOCL's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax + State / Unio Territory Tax or vice versa, the BDA is liable to make good the loss suffered by IOCL by issuance of suitable credit note to IOCL. In case, the BDA does not issue credit note to IOC, IOCL would be constrained to recover the amount including interest payable alongwith Statutory levy, if any, payable on such recovery.

(h) IOCL shall reimburse GST levied as per Invocie issued by the BDA as prescribed under section 31 of the CGST Act and respective States and Rules.

(i) TO enable IOCL to avail ITC, the BDA shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to GST reimbursed by IOCL on services rendered to IOCL.

j) Any credit note with GST issued in reseller mode should be reversed in the same month for non compliance

35 In the event of the death of any partner/member of a firm/cooperative society which has been appointed as a Business Development Associate hereunder the surviving partners/members hereby agree to indemnify and keep indemnified the Corporation against any claims or demands which may be made by the heirs of the deceased partner/member.



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35. The Business Development Associate shall not purchase, obtain or otherwise acquire possession from any person, firm or company other than the Corporation any Bituminous Products used, stocked or sold by the Business Development Associate in or in connection with the Business Development Associate's business in the Bituminous Products hereunder without the previous consent in writing of the Corporation, which consent the Corporation may refuse vary or withdraw at any time or from time to time in its entire discretion.

36. The Business Development Associate hereby undertakes to take the consent of the Corporation before selling or distributing the products of any other oil company or producer, which consent the Corporation may refuse vary or withdraw at any time or from time to time in its entire discretion.

Notwithstanding anything contained in this Agreement, it is once again reiterated that Business Development Associate shall not deal with Bituminous Products of any other Oil Company or import/marketing/distribution thereof during the currency of this Agreement as mentioned in clause 4 of this Agreement

37. The Business Development Associate shall keep and maintain such records of stocks, sales etc., as may be prescribed by the Corporation from time to time and submit the same for inspection on demand by any officer of the Corporation. The Business Development Associate shall submit to the Corporation such records at such intervals as the Corporation may from time to time specify in writing.

All correspondence, amounts, returns of stocks and sales and such other documents as may be required by the Corporation shall be made written neatly and correctly in English language and all accounts shall be produced for inspection of the Corporation's representatives at any time when called upon by them to do so.

38. The Business Development Associate shall not make any change in the constitution of his firm/company/partnership/society etc. without the prior written consent of the Corporation.

39. The Business Development Associate shall not sell, assign, sublet, mortgage, charge or part with or otherwise transfer his interest in the Business Development Associate or the right, interest or benefit conferred on him, to any person, firm or company except to the extent specifically permitted in writing by the Corporation.

40. The Business Development Associate shall provide and maintain the standard of courtesy and service for the public in all respects as required by Corporation time to time and at all times to the Corporation's complete satisfaction so as not to alienate any of the Corporation's customers.

41. The Corporation reserves the right without reference to or consent of the Business Development Associate to appoint one or more additional Business Development Associates in the same location/area and such additional Business Development Associates shall be entitled to make sale of the Bituminous Products in the same area or operation without any objection from the Business Development Associate.

42. The Corporation reserves the right at all times during the currency of this Agreement to make direct or indirect sale to any person whomsoever without reference to or consent of the Business Development Associate.



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43. The Business Development Associate shall consistently strive to achieve the sales targets advised by the Corporation from time to time, which shall be based on the market potential, supply situation etc.

44. The Business Development Association granted by the Corporation to the Business Development Associate under this Agreement may be terminated by the Corporation without assigning any reasons whatsoever by giving 30 days notice in writing to the Business Development Associate and upon the expiration of any such notice period, this Agreement shall stand automatically terminated cancelled and revoked.

45. Notwithstanding anything else contained in this agreement, the Corporation shall be at liberty to terminate this agreement forthwith upon the happening of any of the following events / conditions : -

upon the death of the "Business Development Associate", if the "Business Development Associate" be an individual ;

upon the death of the Karta, if the "Business Development Associate" be a Hindu Undivided Family;

the adjudication as insolvent of the "Business Development Associate" if he be an individual or a Karta of a HUF;

the partition of the "Business Development Associate", if the "Business Development Associate" be a **Partnership Firm**;

the dissolution of the partnership firm or death or adjudication as insolvent of any partner of the firm, if the "Business Development Associate" be a partnership firm ;

the liquidation, whether voluntary or otherwise or the passing of an effective resolution for winding up, if the "Business Development Associate" be a Company or a Co-operative Society;

if any attachment is levied and continues to be levied for a period of seven days upon the effects of the "Business Development Associate" or of any individual partner for the time being of a "Business Development Associate" firm or any member of the "Business Development Associate" co-operative society ;

If a Receiver is appointed of any property or assets of the "Business Development Associate" or of any partner in the "Business Development Associate" firm or of any member of the "Business Development Associate" Co-operative Society and is not discharged within seven days of the date of such appointment.

If "Business Development Associate" shall for any reason make default in payment to Corporation in full of his outstandings as appearing in Corporation's books of accounts beyond _____ days of demand by Corporation;

If the "Business Development Associate" does or authorizes or permits to be done any act which is against the interest of the Corporation or damages the image of the Corporation;

If the "Business Development Associate" fails to observe any of the terms of this Agreement.

If the product promoter shall commit a delay or default of any of the terms, conditions, covenants and stipulations contained in the Agreement and fail to remedy such breach within _____ days of the receipt of a written notice from the Corporation in that regard.

If the Business Development Associate' does not adhere to the instructions issued from time to time by the Corporation in connection with the Business Development Association.

If any information given by the Business Development Associate in his application for appointment as Business Development Associate and thereafter shall be found to be untrue or incorrect in any material particular.

If the Business Development Associate shall either by himself or by his servants or agents commit or suffer to be committed any act which, in the opinion of the state office in charge of the Corporation for the time being at -----,



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in the State of ----- of the Corporation whose decision shall be final, is prejudicial to the interest or good name of the Corporation or its products; the State Office in charge shall not be bound to give reasons for such decision.

Corporation's right to terminate this Agreement under the terms of this clause shall be without prejudice to and without affecting any of its other rights and remedies against the "Business Development Associate r".

46. The termination of this Business Development Association shall be without prejudice to the rights of either party against the other in respect of any matter or thing antecedent to such termination.

47. The above is without prejudice to the rights and remedies provided elsewhere in the Agreement or otherwise in law and in the event of any such termination the Corporation will not be liable for compensation, damage or otherwise howsoever.

48. The supply/sale of Bituminous Products by the Corporation to the Business Development Associate pending expiry of any notice of termination or after any act, contravention or omission by the Business Development Associate entitling the Corporation to terminate this Agreement shall have become known to the Corporation shall not in any way prejudice or affect the right of the Corporation to enforce the termination of this Agreement.

49. Upon termination of this Agreement should there be any money due to the Corporation, the Business Development Associate undertakes to pay the same forthwith to the Corporation. A certificate of the amount payable by the Business Development Associate and signed by the Corporation's official not below the rank of Manager (Finance) for the time being at _____ shall be final and binding upon the Business Development Associate.

50. The Business Development Associate shall not at any time during the continuance of this Agreement pledge the credit of the Corporation.

51. All notices required to be given and approvals required to be obtained hereunder shall be given and obtained in writing. All notices required to be served by either Party hereto upon the other shall be deemed properly served if delivered, in case of the Corporation at its State Office at _____ here above mentioned or sent by registered post to its said office and in the case of Business Development Associate, if sent by post or delivered by hand at his place of business hereinabove mentioned or pasted there at.

52. It is in particular agreed by the Business Development Associate that no failure, delay or omission to carry out or observe any of the stipulation or conditions of this Agreement shall give rise to any claim against the Corporation or be deemed a breach of the Agreement if the same shall arise directly or indirectly from any circumstances whatsoever which are not within the control of the Corporation including without limiting the generality of the foregoing from any of the following causes viz. imposition of restrictions or onerous regulations on the marine transport or landing of products in bulk or in packages, acts of God, insurrection, action of pirates, war declared or undeclared, strikes, lockouts, transport breakdown and/or combination of workmen, shortage of railway wagons, accidents to plant or machinery or storage facilities, any order or decree of any Government of Government Authority, requisition or rationing or allocation, whether imposed by law, decree, regulation or by



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voluntary cooperation of industry at the insistence or request of any national, provincial, port or other Public Authority or of any person purporting to act for such Authority, diminution in the quantities of products received locally by the Corporation from its usual source of supply, non-delivery of supplies either on account of stoppage or reduction of production at Refineries whether affecting Corporation's obligations under this agreement or other agreements to supply similar products, bottlenecks in transport facilities, shortage, the Corporation shall, under such circumstances be at liberty to withhold reduce or suspend deliveries hereunder to such extent as the Corporation in its discretion think fit.

53. The Business Development Associate shall not at any time, whether during the period of this Agreement or after its termination divulge or make known to any person any information concerning the accounts, secret processes or any other particulars in any way relating to Bituminous Products and business of the Corporation.

54. Any acquiescence or waiver by the Corporation of any delay, breach or default committed by the Business Development Associate shall not be deemed to be or considered as estoppels against the Corporation not prevent the Corporation from exercising any of its right under any of the provision of this Agreement.

55. This Agreement has been made in _____ and all payments there under shall be due and made in the aforesaid city/town only unless otherwise directed by the Corporation.

56. *If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement, such dispute or difference shall be resolved through arbitration as per the procedure mentioned herein below:*

The dispute or difference shall be referred to a sole arbitrator.

The arbitration shall be through _____ (Name of Institutional Arbitration Forum).

The Rules of the above-mentioned Institutional Arbitration Forum shall be applicable to the arbitral proceedings.

The Indian Arbitration and Conciliation Act 1996 and Arbitration and Conciliation (Amendment) Act 2015 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.

The seat of arbitration shall be at _____.

The proceedings shall be conducted in English language.

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.

The following shall not be referred to arbitration:



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Disputes having financial claims less than Rs. 5 lakhs.

Disputes, which can be referred to Appellate Authority under MDG or any other similar forum.

Notwithstanding anything contained herein above (except 'h'), upon arising of dispute the parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator including employee of Indian Oil Corporation Ltd.

57. The Parties hereby agree that the courts in the city of _____ alone shall have jurisdiction to entertain any application or other proceeding in respect of anything arising under this Agreement and any award/s made by the Arbitrator hereunder shall be filed in the concerned courts in the aforesaid city only.

58. This Agreement shall not be amended, altered or modified, or any provision herein shall not be waived except by an instrument in writing expressly referring to this Agreement and signed by the duly authorized representatives of both the Parties, and no verbal agreement or conduct of any nature relating to the subject matter hereof or to the relationship between the Parties will be considered valid and enforceable.

59. If any part, or provision of this Agreement not being of a fundamental nature, is held illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected, if such part, term or provision of this Agreement is severable from the rest of this Agreement without altering the essence of this Agreement. If such part, term or provision is not so severable, then the whole of this Agreement shall stand terminated, unless the Parties thereupon negotiate in good faith in order to agree to the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.

60. The stamp duty, registration charges and/or any tax or duty payable on any document to be executed in pursuance of this Agreement shall be borne by the Business Development Associate alone.

In Witness whereof the Corporation and the Business Development Associate have set their respective seal on the date and year first hereinabove written.

Signed, Sealed and Delivered by within named Indian Oil Corporation Ltd. In the presence of	Signed, Sealed and Delivered by within named -----, In the presence of
Witnesses : 1. Name _____ Signature _____	Witnesses : 1. Name _____ Signature _____



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Witnesses :	Witnesses :
1. Name _____	1. Name _____
Signature _____	Signature _____

ANNEXURE-C

PROFORMA OF BANK GUARANTEE

(FOR ADVANCE)

(On non-judicial paper of appropriate value)

To
Indian Oil Corporation Ltd. (Marketing
Division)

.....
.....

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd (Marketing Division) having its Registered Office at Mumbai (hereinafter called "The Corporation" which expression shall include its successors and assigns) has awarded M/s _____ (hereinafter called "The Contractor" which expression shall include its successors and assigns) the work of designing, manufacturing, fabricating, supply, installation, testing & commissioning of (name of the work) _____ in terms of a contract as constituted by Purchase Order No. _____ dated _____ issued by the Corporation to the Contractor (hereinafter called "The Contract" which expression include any formal



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contract entered in to between the Corporation & the Contractor in super session of the said Purchase Order and/or all the amendments and/or modifications of the Purchase Order). AND WHEREAS the Corporation has agreed to pay the Contractor a sum of ` _____ (Rupees _____ only) to the Contractor as financial assistance under the Contract on the condition, inter-alia, that the payment shall be secured by a Bank Guarantee as hereinafter appearing:

1. We_(indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said Contractor(s) / Supplier(s) / - Seller(s) of any of the terms or conditions contained in the said Agreement or by reason of the

Contractor(s) / Supplier(s) ' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` _____

2. We undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) / - Seller(s) in any suit or proceeding pending before any court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) / - Seller(s) shall have no claim against us for making such payment.

3. We,_further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____office / department at _____certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) / Supplier(s) / - Seller(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____we shall be discharged from all liability under this guarantee thereafter.

4. We, _____(indicate the name of Bank) further agree with the corporation that the corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) / Supplier(s) / - Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the corporation against the said Contractor(s) / Supplier(s) / - Seller(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) / Supplier(s) / - Seller(s) or forbearance, act or omission on the part of the corporation or any indulgence by the corporation to the said Contractor(s) / Supplier(s) / - Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have affect of so relieving us.

5. This guarantee will not be discharged due to change in the constitution of the Bank or the



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Contractor(s) / Supplier(s) / - Seller(s).

6. We, _____(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the corporation in writing.

Place:

Date:

Yours faithfully

For _____

Signature _____ Name

& Designation _____ Name

of the Branch _____

NOTE

1. This Guarantee/Undertaking is not to be witnessed.
2. This Guarantee is required to be stamped as an agreement according to the stamp duty act.
3. This Guarantee is required to be sent by Vendor's Bankers directly to the Corporation.

ANNEXURE-D

Notarized Affidavit for working capital from family member of applicant

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

I (Name of family member) S/O, D/O, W/O of Sh.
aged years, resident of

..... (Address of family member) do hereby solemnly affirm and say as under.

That if my,(mention relation & applicant name) is appointed as Bitumen BDA, I hereby confirm that I do not have any objection in using my liquid assets, bank balances, FD/NSC/Other Government securities and or raised loan/ limit from bank against fixed assets as working capital for Bitumen BDA.

Place:

Date:

Signature:

Name:



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Verification

I Hereby verify that what has been slated above is true and correct to the best of my knowledge and nothing material has been concealed there from.

Solemnly affirmed and declare before me on thisday of

ANNEXURE-E

Affidavit for offer of land from family member supported by land documents – All the joint owners of the land have to submit this affidavit individually

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

I _____ Son/Daughter/wife _____
of _____ age__ year resident of _____ do
hereby solemnly affirm and say as under:-

1. I understand that as per definition, Family members for offer of land under “**owned**” category for selection of Bitumen BDA, comprise of spouse/unmarried Son/daughter in case applicant is married and parents, unmarried Brothers & Sisters if applicant is unmarried).

That I am a member of Family of (Shri/Smt/Kum) _____ (name of applicant), as per definition for Selection of Bitumen BDA, who has applied for Bitumen BDA at _____ against the advertisement appeared in _____ news paper dated _____.



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That I, Shri/Smt/Kum _____, **own a piece of land singly / jointly bearing** Gut/Survey No. _____ at _____ (village/town), Taluka/Tehsil _____, Dist _____ in the State of Haryana and measuring _____ mt (frontage) x _____ mt (Depth) having area _____ sq. mts. as per the following details:

OR

That I, Shri/Smt _____, singly / jointly hold a piece of land on **long term lease basis** (. . . .years w.e.f.) bearing Gut/Survey No. _____ at _____ (village/town), Taluka/Tehsil _____, Dist _____ in the State of Haryana and measuring _____ mt (frontage) x _____ mt (Depth) having area _____ sq. mts. as per the following details:

Name(s) of the owner of Land / Lease holder	Relationship with applicant**	Date of registration of sale deed/gift deed / lease deed/ date of mutation	Khasra No/Gut No/Survey No	Dimensions of land		
				Frontage in metre	Min. Depth in metre	Area of the land (Sq.m)
1						
2						
3						

*Strike off whichever is not applicable.

2. That Shri/Smt/ Kum / M/s.(name of the Entity) _____ has applied for Bitumen BDA of Indianoil at _____ against the advertisement appeared in _____ news paper dated _____.
3. That in case he/she/ M/s. _____(name of the Entity) is selected for Bitumen BDA I will either sell/transfer/lease the above mentioned piece of land to Shri / Smt / Kum / M/s.(name of the Entity) _____ for setting up of facility as mentioned in advertisement at the above mentioned location.
4. I hereby confirm that the said piece of land has not been offered by me to any other person/agency for Bitumen BDA of this location against the above mentioned advertisement.
5. I hereby verify that what has been stated above is true and correct to the best of my knowledge, and



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nothing has been concealed there from.

Solemnly affirmed and declared before me

This _____ day of _____

Signature and Seal of
Magistrate/Judge/Notary Public

Signature
Name of Deponent and Relationship with applicant

ANNEXURE-F

Format for undertaking for arranging desired TT Parking space cum office facility from third party

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

I _____ Son/Daughter/wife _____

of _____ age__ year resident of _____ do

hereby solemnly affirm and say as under:-

That I, Shri/Smt/Kum _____, **own a piece of land singly / jointly bearing** Gut/Survey No. _____ at _____ (village/town), Taluka/Tehsil _____, Dist _____ in the State of Haryana and measuring _____ mt (frontage) x _____ mt (Depth) having area _____ sq. mts. as per the following details:

OR

That I, Shri/Smt _____, singly / jointly hold a piece of land on **long term lease basis** (. . . .years w.e.f.) bearing Gut/Survey No. _____ at _____ (village/town), Taluka/Tehsil _____, Dist _____ in the State of Haryana and measuring _____ mt (frontage) x _____ mt (Depth) having area _____ sq. mts. as per the following details:



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Name(s) of the owner of Land / Lease holder	Relationship with applicant**	Date of registration of sale deed/gift deed / lease deed/ date of mutation	Khasra No/Gut No/Survey No	Dimensions of land		
				Frontage in metre	Min. Depth in metre	Area of the land (Sq.m)
1						
2						
3						

*Strike off whichever is not applicable.

6. That Shri/Smt/ Kum / M/s.(name of the Entity) _____ has applied for Bitumen BDA of Indianoil at _____ against the advertisement appeared in _____ news paper dated _____.
7. That in case he/she/ M/s. _____(name of the Entity) is selected for Bitumen BDA I will either sell/transfer/lease the above mentioned piece of land to Shri / Smt / Kum / M/s.(name of the Entity) _____ for setting up of facility as mentioned in advertisement at the above mentioned location.
8. I hereby confirm that the said piece of land has not been offered by me to any other person/agency for Bitumen BDA of this location against the above-mentioned advertisement.
9. I hereby verify that what has been stated above is true and correct to the best of my knowledge, and nothing has been concealed there from.

Solemnly affirmed and declared before me

This _____ day of _____

Signature and Seal of
Magistrate/Judge/Notary Public

Signature
Name of Deponent and Relationship with applicant



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ANNEXURE-G

Undertaking for clauses 7.1 to 7.4 for disqualification criteria by applicants (as per applicability)

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

Disqualification:

1- Individual / proprietorship firm/HUF:

I (Name of applicant) S/O, D/O, W/O of Sh.

. aged years, resident of

. (Address of applicant) do hereby declare that

- i. I have not been convicted for any criminal offence involving moral turpitude / economic offences (other than freedom struggle).
- ii. I Have not been a signatory / owner / partner / Director to a dealership / BDA etc. of any other IOC Channel member which has been Blacklisted/Holiday listed as on the date of application.
- iii. I am not mentally unsound or totally paralyzed.

2- Registered Partnership Firm:

For Registered Partnership firms the conditions spelt out above for Individual/ proprietorship would be applicable to each partner of the registered partnership firm individually.



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3- Pvt. Ltd Company/Cooperative society/ Associations/Registered bodies of State/institutions:

- i. The Entity while meeting the eligibility criteria will be considered as ineligible for applying for BDA in following cases. Declaration to be given as under:
- ii. That entity is not under investigation or convicted for any economic offence.
- iii. That entity is not blacklisted by other IOC channel member or any other Govt Oil marketing Company on account of proven malpractices, which is effective as on date of application.

4- That entity is not under Insolvency/Bankruptcy which shall be ground for disqualification.

(Affidavit for above mentioned points for respective applicable category to be given as undertaking)

ANNEXURE-H

Notarized Affidavit declaring veracity of all the declarations made in the application form

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

I (Name of applicant) S/O, D/O, W/O of Sh. aged ..
.... years, resident of ..
.. (Address of applicant) do hereby declare that:

- I have not tampered or modified the subject application form in any manner and before submitting, same has been cross verified with documents hosted on corporation's e-portal: <https://iocl.com/latest-job-opening>
- In case, if same is found to be tampered/ modified, I understand that my application will summarily be rejected, and I shall be liable to be banned from doing business with and/ or prosecuted.
- I hereby confirm that if any discrepancy observed in the submitted application even at a future date, I shall abide by all the terms and conditions as per the Expression of Interest (EOI) Guidelines hosted including addendums/ changes/corrigendum, on corporation's e-portal related with subject application.
- I hereby confirm to the authenticity and veracity of all the documents submitted along with the application form.

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Applicants Signature

Place:

Date:

Witnesses:

1) Name & Address: _____

2) Name & Address: _____

Verification

I Hereby verify that what has been stated above is true and correct to the best of my knowledge and nothing material has been concealed there from.

Solemnly affirmed and declare before me on this day of’2025.