

Indian Oil Corporation Limited

Advertisement No. IOCL/TNSO/IB/001



(to be read in conjunction with the application form)

Appointment of Business Development Associate (BDA) for Bitumen marketing

Indian Oil Corporation Limited, a Maharatna Company, solicits applications for expression of Interest for appointment of Business Development Associates (BDA) for marketing Bitumen/Bituminous products under Chennai, Madurai and Coimbatore Divisional Offices in the State/s/UT of Tamil Nadu & Puducherry.

The complete details including Eligibility criteria, Application guidelines etc are mentioned in the BDA Document of the application form which can be collected from the divisional office

Application form can be collected from the respective Divisional offices at the corresponding address mentioned below by paying a non-refundable fee of Rs 1000/- (Rupees One Thousand Only) by a Crossed Account Payee Demand Draft of a Scheduled Bank drawn on Indian Oil Corporation Limited payable at Chennai/Madurai/Coimbatore from 10:00 hrs of 25.08.2026 till 15.00 hrs of 16.09.2026. The filled-in application forms to be submitted on or before 15.00 hrs of 17.09.2026 at the respective Divisional offices.

Mr. Sivasankaran B Designation: CM (Inst Bus), Chennai DO Indian Oil Corporation Limited, Chennai Divisional Office, 500, Anna Salai, Teynampet, Chennai-600035, Mobile: 9444409216 Email ID: sivasankaranb@indianoil.in	Mr. Boora Naresh Designation: Manager (Inst Bus), Madurai DO Indian Oil Corporation Limited, Madurai Divisional Office, NO.2, Race Course Road, Chokkikulam, Madurai 625 002 Mobile: 9444838273 Email ID: nareshb@indianoil.in	Mr. Narendra Devu Designation: SM (Inst Bus), Coimbatore DO Indian Oil Corporation Limited, Coimbatore Divisional Office, 8/1079, Avinashi Road, Coimbatore 641 018. Mobile: 9841020110 Email ID: narendrad@indianoil.in
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Normal working hours (Monday to Friday, 09:30 AM to 05:15 PM)

Expression of Interest for Selection of Bitumen Business Development Associates (BDA)
under Tamil Nadu State Office

Application & Guidelines for Bitumen Business Development Associates (BDA)

Index:

1. BDA EOI Document
2. Application Form
3. BDA Agreement
4. Bank Guarantee format

Indian Oil Corporation Limited
(A Govt. Of India Undertaking)

BDA Document

(to be read in conjunction with the application form)

1. Appointment of Business Development Associate (BDA)

Indian Oil Corporation Limited solicits applications for expression of Interest for appointment of Business development associates (BDA) in Bitumen/Bituminous products in the State of Tamil Nadu & UT of Puducherry.

- IndianOil, a Maharatna Company, enjoys highest market share and brand equity in Bitumen Marketing 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 should submit the application form only if they confirm to the following Selection/eligibility criteria. In case, the applicant does not meet the prescribed selection/eligibility 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 in future:

Maximum of 15 BDAs are envisaged for appointment. However, IOC reserves sole discretion on the number of appointments.

2. Selection Criteria of BDA:

2.1 The parties falling under any of the following categories shall be considered for selection as Bitumen BDA:

- 2.1.1 Bitumen Importers having imported min 10 TMT of Bitumen during Last Financial year or current financial year (till date of advertisement for expression of Interest). Bitumen importer shall provide IEC (Import Export code) along with Bill of lading/Entry for imports for establishing his credential.**

- 2.1.2 Bitumen processors (Industrial Bitumen/Bitumen derivatives manufacturer) having processed/sold Bitumen/Bituminous products of min 10 TMT during Last Financial year or current financial year (till date of advertisement). Bitumen Processor shall provide Factory License, GSTIN and Excise/GST returns for establishing his credential.**
- 2.1.3 Existing IOC's Bitumen PP/Reseller/BDA/Business Associates of Black Oil, FTP, Lubes stockiest, Petrochemicals/ CFA of Bitumen/Lubes/Petrochemicals/ IOC JV. The applicant is to submit satisfactory performance certificate, duly issued by the respective State Office/controlling office. However the evaluation of performance of existing BDA/PPs shall be at sole discretion of controlling office of IOC.
- 2.1.4 Bulk Bitumen Transporters having minimum 10 Nos of owned Bitumen TT's. RC copies of owned TTs to be submitted.
- 2.1.5 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.
- 2.1.6 Bitumen customers / IOC BDAs must have a minimum combined offtake of 15 TMT of bitumen or bituminous products on an all-India basis from OMCs or imports or Reseller over the last three completed financial years. Customers are required to submit proof of purchase in the form of bitumen purchase invoice copies, certified bitumen supply statements from OMCs, or GST statements clearly showing the purchase of bitumen or bituminous products.
- 2.2 The Parties meeting any one of the selection criteria mentioned above should have a min turnover of Rs 10 Crores as on 31st March 2026 of any of the last three financial years.
- 2.3 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.
- 2.4 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.

3.0 Eligibility Criteria:

- 3.1 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)

3.1.1 Individual Applicant

- 3.1.1.1 The applicant should be Indian Citizen and resident of the state of Tamil Nadu / UT of Puducherry. Resident for its purpose means either residing in the State of Tamil Nadu/UT of Puducherry or having well-established business in the State of Tamil Nadu/UT of Puducherry. 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/ Tehsildar office/ Revenue department or District Collector office or any other authority as specified in State/ UT where BDA is to be appointed etc or through copies of business records like GST registration certificate/IT clearance certificate.

- 3.1.1.2 The 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/ Passport/ Identity card issued by Election Commission.

3.1.2 Registered partnership Firm

In case of registered partnership Firms, all partners should individually fulfil the eligibility criteria with regard to age and educational qualification and the registered partnership firm should have well established business in the State of Tamil Nadu/UT of Puducherry. Each partner should submit separate application form. However, the applications should be clubbed together. All partners have to attend the interview conducted by Level-II 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.

3.1.3 Registered Co-operative society:

Registered co-operative society should have established business in the State of Tamil Nadu/UT of Puducherry. 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 should not have been black listed 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.

3.1.4 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 the State of Tamil Nadu/UT of Puducherry and also profit making during the previous 3 years prior to date of application for BDA. Audited Balance sheet for previous 3 completed financial years to be submitted.

- 3.2 In case of registered Co-operative Society or Limited Company or Corporate house, evaluation parameters of age and educational qualification will not be applicable. The marks obtained by such entities will be out of 65 marks instead of 85 marks applicable for individual candidates. However, the marks obtained by such entities (out of 65 marks) will be converted to 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)
- 3.3 Associations / Registered bodies of State/institution dealing with Bitumen and Bituminous Product existing in the State of Tamil Nadu/UT of Puducherry for at least a period of 2 years prior to the date of application shall be eligible to apply.
- 3.4 Applicant should have adequate financial strength to provide the required working capital and infrastructure (storage facility / administrative office etc.). For evaluation of working capital Cash balance in bank account, FDs / NSCs / Govt Securities would be considered.
- 3.5 Candidates should establish their ability to arrange working capital for Bitumen BDA as under

3.5.1 Working capital from own fund

- 3.5.1.1 Liquid assets in the form of unencumbered bank balances / FD / NSC / Other Government Securities only in the name of candidate or his family members (spouse/unmarried-son/daughter in case applicant is married & Parents/Unmarried Brothers & Sisters if applicant is unmarried) 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 certified by banker, FD, NSC, Govt Securities are to be submitted. All such documents, as on the date of advertisement, shall only be considered.
- 3.5.1.2 In case of Public/Pvt Ltd Co. working capital will be considered as per CA certificate with detailed itemized working duly supported by latest available Balance Sheet of the last financial year.
- 3.5.1.3 In case of registered partnership firms / registered co-operative society and limited companies, the own fund of the firms / society/ companies shall be considered.

3.5.2 Working capital from Loan against unencumbered fixed assets

- 3.5.2.1 In case the candidate (proprietorship) proposes to raise loan from bank against unencumbered fixed assets for working capital, the evaluation shall be done as under

- 3.5.2.1.1 The assets should be in the candidate own name of or in the name of his family members (as per definition of family given in the clause no.3.5.1.1)
- 3.5.2.1.2 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.
- 3.5.2.1.3 Affidavit from each family member is required in this regard on non-judicial notarized stamp paper.
- 3.5.2.1.4 In case, for registered partnership firms / registered co-operative society audited balance sheet is not available, the working capital can be assessed in the same manner as in 3.5.2.1
- 3.6 BDA should have Strong financial background and ability to generate a minimum of Rs. 610 Lakhs as working capital on continuous basis. IOC reserves the right to revise the requirements at any point in time during the course of application/evaluation/operation of agreement.

4.0 Disqualification:

4.1 Individual / proprietorship firm:

- 4.1.1 Persons convicted for any criminal offence involving moral turpitude/ economic offences (other than freedom struggle)
- 4.1.2 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
- 4.1.3 Mentally unsound or totally paralyzed.
- 4.1.4 An applicant cannot put multiple applications as disparate entities/identities in different Divisional offices.
- 4.1.5 An applicant shall seek appointment under any one of the Divisional offices only. Same applicant submitting applications under different Divisional offices may lead to rejection at any stage during application/selection process and/or operation of the agreement.

4.2 Registered Partnership Firm:

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

4.3 Pvt. Ltd Company / Cooperative society/ Associations/ registered bodies of state/ Institution:

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

- 4.3.1 Entity is under investigation or convicted for any economic offence.
 - 4.3.2 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.
- 4.4 Insolvency/Bankruptcy shall also be ground for disqualification of applicants

The candidate selected as BDA shall be appointed on full time basis.

5.0 Tenure of BDA:

- 5.1 Tenure of BDA – The tenure shall be for 3 years (1+2 years) from the date of signing of the agreement and can be renewed for the subsequent periods of 2 years at the sole discretion of Indian Oil Corporation Ltd.

6.0 Roles and Functions of BDA:

- 6.1 Bitumen BDA shall solicit business from customers drawing their requirements through importers, OMCs and upcoming new business to improve IOCL's market share.
- 6.2 Any business associated with new infrastructure/road project i.e new contract placed by contract awarding agencies will be deemed as new business.
- 6.3 Before soliciting any customer, BDA shall approach the nominated officer for the business and seek permission from IOC nodal officer preferably through mail or through other medium (having time/date stamp) as decided by the concerned Divisional Office in the format attached in Annexure-B.
- 6.4 Unless specifically permitted by IOC, Bitumen BDA shall not solicit business of new project awarded to the customer with whom IOC is having MOU/agreement and shall not market bituminous products of origin other than IOC/marketed by IOC.
- 6.5 IOC will no way be involved in extending any commercial terms in between BDA and his customers.

7.0 Modes of Operation:

- 7.1 BDA shall purchase bitumen from IOC in his registered name and subsequently sell to customers on his account. IOC sales to BDA are on principal to principal basis. Similarly, sale by BDA to customer is also on principal to principal basis.

- 7.2 Bitumen BDA shall make e-payments to IOC for Bitumen to be uplifted by him.
- 7.3 Additional facilities such as Bitumen storage facilities, TT parking, etc may be provided by BDA. However appointed BDA shall not process bitumen for making modified bituminous products or use for own consumption.
- 7.4 The ownership of bituminous products shall pass on from the corporation to the BDA upon delivery of the bitumen to BDA or his representative at corporation's supply point and the corporation shall not in any ways be held responsible for any loss or shortage thereafter. The title and ownership in the bitumen shall transfer to the BDA or his representative at the supply point.

8.0 Area of operation of BDA:

BDA appointed shall operate within the jurisdiction in the state of Tamil Nadu & UT of Puducherry. However, Corporation reserves the right for any change in the area of operation as per the business requirement.

9.0 Volume Norms for BDA:

- 9.1 BDA will be appointed with a considered minimum sales potential of 6 TMT per annum per BDA. The year should be reckoned as one year from the date of agreement. The Corporation reserves the right to revise the potential upwards during the application/evaluation or during the operation of the agreement process
- 9.2 Controlling Divisional office shall fix the BDA targets taking into account the market potential and product availability.
- 9.3 Quarterly targets will be given to individual BDA and the same will be reviewed.

10.0 Remuneration:

- 10.1 The details of discount/incentive scheme will be communicated to the successful applicant along with LOI through separate letter. Discount/incentive scheme shall be dynamic and shall be decided periodically at the sole discretion of the Corporation.
- 10.2 BDA shall not be eligible for any discount/incentive on quantities purchased for its own use.

11.0 Tax Compliance:

- 11.1 BDA shall be required to update all transactions related to credit note discoursed by IOC in GSTIN portal .
- 11.2 It is the responsibility of the BDA to adhere to the prevailing Tax/GST laws.

12.0 Facilities to be made available by the BDA:

12.1 Selected applicant has to provide following infrastructure/facilities after selection within 60 days of LOI. IOC shall have full discretion right to increase the period for provision of following facilities beyond 60 days:

12.1.1 Land for TT Parking space (TTPS)/storage of packed bitumen drums and office- the applicant has to provide a TT parking space and office either owned or on long term lease of minimum 5 years for operation of BDA as per the requirement. The TT parking space and office should have proper road connectivity and sufficient space for movement of trucks.

12.1.2 In general, land for TTPS should be such as to accommodate required no of TTs at a time and office room with attached toilet facility. Location of land as well as land area requirement for TTPS /office to be mentioned in the application form.

12.1.3 The area of minimum of 25X25 Meters to be available.

12.2 The applicant should at least submit one of the following documents in support of land offered for TTPS and office before issuance of LOA. The land should have clear title and meant for ready commercial use.

12.2.1 Khasra/ khatauni or any equivalent revenue document or certificate from revenue official confirming status of the ownership of the land.

12.2.2 Registered sale deed/Registered Gift deed.

12.2.3 Lease agreement or firm allotment letter issued by Government/ Semi Government bodies.

12.2.4 Any other type of ownership/ transfer deed document.

12.3 If the land for TT Parking Space and office is owned by the Family member of 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.

12.4 If the land for TT Parking Space and office is not owned by the applicant then a registered lease deed for minimum period of 5 years after date of LOI to be submitted before issuance of LOA.

12.5 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.

12.6 Other infrastructure (desirable)

- a. Telephone (landline) with broadband connection with Min 4 Mbps.
- b. Computer as per IOC specifications
- c. One manager for overall supervision/Liasioning

13.0 Selection Procedure:

- 13.1 The process of selection of BDAs will be through two level selection committee. DO level committee (Level-I) evaluation based on documentary proof followed by finalization at SO level committee (level-II) through personal interviews.
- 13.2 Blacklisted entities of IOC as on date of application shall not eligible to participate in the advertisement meant for selection of BDA.

The committee to evaluate for a full mark of 100 on following parameters:

S.No	Parameter	Description	Scoring system	
			Marks	Max Marks
1	Availability of Working Capital defined in clause No 3.6 (% of minimum working capital).	i. More than 200%	40	40
		ii. 150% to 200%	30	
		iii. 100% to 150%	25	
2	Educational qualifications	i. Engg./MBA/CA	10	10
		ii. Postgraduate	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. 55-60	7	
		v. Above 60	5	
4	Ready availability of infrastructure	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	15	
5	Personal Interview	Business experience /Plan for Sales /personality / Business Acumen/ product Knowledge	15	15
	TOTAL			100
Minimum qualifying marks will be 50%				

14.0 Performance Guarantee:

- 14.1 BDA shall submit performance Guarantee of Rs 50 Lakhs in the form of BG towards due performance of their obligations to fulfil minimum committed volume of sales as decided by State office.
- 14.2 Performance BG shall be valid for the period upto 6 months from the date of expiry of agreement. BG format is attached as **Annexure-C**
- 14.3 Performance BG shall be invoked if the BDA's sales is below 60 % of annual target for that year.

15.0 Product Release:

- 15.1 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.
- 15.2 BDA will submit fortnightly/monthly statement of customer wise sales details for the product to respective Divisional Office, which will be cross checked by Divisional Office with authentication Field officer. Supplies may be suspended in case of major deviation.
- 15.3 BDA shall also confirm that the sales have been to genuine end use customers within his area of operation.
- 15.4 All the provisions under GST rules to be complied.

16.0 Indemnity Bond:

- 16.1 It will be the responsibility of 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 It will be the responsibility of BDA to verify all statutory documents before release of supplies to any customer and shall be entirely responsible for sale of all product 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 BDA.

17.0 Termination of BDA:

- 17.1 If the BDA consistently fails to achieve the given target for continuous 2 quarters, the same shall be reviewed by the concerned Divisional Institutional Business Head by seeking explanation and BDA would be counselled accordingly.
- 17.2 This will be monitored for a further period of 1 Quarter. If still the BDA is not able to achieve given targets the same shall be reviewed by State Institutional Business Head seeking explanation and BDA would be counselled accordingly.
- 17.3 Even after counselling by State Institutional Business Head the BDA is not able to achieve the target in subsequent quarter and it is felt that the performance of the BDA is not satisfactory given the present market scenario/incentive scheme, a notice shall be served for termination by giving one month time.

18.0 Application Guidelines:

Please ensure compliance with the following conditions while submitting the application:

- 18.1. If any statement made in the 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.
- 18.2. Applications should be made on prescribed form available on payment of a non-refundable fee of Rs.1000/- (Rupees One Thousand Only) each by a Crossed Account Payee Demand Draft drawn on any Scheduled Bank payable at Chennai/Madurai/Coimbatore.
- 18.3 Selected BDA shall be required to submit Performance Guarantee of Rs. 50 lakhs in the form of BG towards performance. Attached as **Annexure-C**.
- 18.4 Application forms, enclosures completed in all respects must reach the office address mentioned below **on or before 17.09.2026 by 3:00 PM**.
- 18.5 Further, details of the eligibility criteria and conditions as mentioned in the application form shall apply.

18.6 Time Lines:

Start of Application collection	: 25.08.2026 from 10:00 AM onwards
End of Application collection	: 16.09.2026 up to 3:00 PM
End date of submission of application	: 17.09.2026 up to 3:00 PM

18.7 DO Address

Chennai: Indian Oil Corporation Limited, Chennai Divisional Office, Institutional Business, 500, Anna Salai, Teynampet, Chennai-600035,

Do Coordinator: Mr. Sivasankaran B , CM(Inst Bus) Chennai DO
Ph No : 9444409216
Email ID : sivasankaranb@indianoil.in

Madurai: Indian Oil Corporation Limited, Madurai Divisional Office, NO.2, Race Course Road, Chokkikulam, Madurai 625 002,

Do Coordinator: Mr Boora Naresh, Manager (Inst Bus) Madurai DO
Ph No : 9444838273
Email ID : nareshb@indianoil.in

Coimbatore: Indian Oil Corporation Limited, Coimbatore Divisional Office, 8/1079, Avinashi Road, Coimbatore 641 018.

Do Coordinator: Mr, Narendra Devu, Manager (Inst Bus) Coimbatore DO
Ph No : 9841020110
Email ID : narendrad@indianoil.in

For any clarifications contact the aforesaid Divisional office at the given address

Other Important Points to Note:

- (i) 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 / undertakings / affidavits with the application forms.
- (ii) 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.
- (iii) Forms received after due date/time will be summarily rejected. Similarly, incomplete application forms, forms submitted without relevant attachments will be rejected.

- (iv) No additions / deletions / corrections will be permitted in the 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.
- (v) 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.
- (vi) **Job Nature : Critical**

Since the nature of job is Critical, Therefore, No Relaxation on PQC ground is allowed to Startup- India registered bidders and MSE bidders.

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**Application for Expression of Interest for Bitumen Business Development Associate
(BDA) for Indian Oil Corporation Limited**

APPLICATION NO: ----DO/....

From:

Photograph Self Attested by Applicant

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.....
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To:

M/s. Indian Oil Corporation Limited
Institutional Business
Department

.....Divisional Office

Dear Sirs,

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

I/We apply for expression of interest for Bitumen BDA for the location/s _____ in
_____ State/Union Territory as an Individual or firm/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):

1.1 General Details (To be filled by all applicants)

Tick the Applicable Category								
Individual	Registered Partnership Firm	Registered Co-operative Society	Private Limited Company	Public Limited Company	Limited Liability Partnership (LLP)	Proprietary Firm	HUF	State or Central PSUs

In case of company, self-attested copy of Certificate of Incorporation/MOA/ AOA need to be submitted. In case of Partnership Firm & LLP, self-attested copy of certificate of firm Registration & Partnership Deed is to be submitted

1.2 Application Fee of Rs 1000/- paid through DD No _____ Dt _____ payable at _____

2.1 Individual (To be filled by Individual/propriety firm/Partnership firm**/LLP** Only)

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		
8	Education Qualification		
9	Present Occupation/Business		
10	Working Capital Details		
11	Citizenship (Tick as applicable)	INDIAN/OTHER	Self-attested Copy of any documents such as Aadhaar Card, Passport, Voter ID Card etc is to be submitted.

(Appropriate self Attested Proof to be submitted)

Note : Proof of age should be supported by copy of 10th standard Board Certificate/ Aadhar card/ PAN Card/ Secondary School leaving Certificate/ Passport/ Identity card issued by Election Commission.

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/ Tehsildar office/ Revenue department or District Collector office or any other authority as specified in State/ UT where BDA is to be appointed etc or through copies of business records like GST registration certificate/IT clearance certificate.

Proof of working capital to be submit

2.2 To be filled only if Applicant is a Proprietary/Partnership**/LLP** Firm)

1	Name of firm:		
3	Address of the firm		Email ID :
4	Telephone No		
5	State of operation	(GST filling to be submitted as Proof)	
**If nature of Applicant is Partnership Firm, all Partners should individually fulfil the eligibility criteria. Each partner should submit separate application form along with necessary application fee 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 have to 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 partnership firm shall be considered. In case of LLP, Designated Partner authorised by all the other designated partners, shall apply. Details of other partners or designated partners is to be given under S.No 3 B.			

3. A) To be filled by Public Ltd.***Pvt. Ltd.***/PSU***/Registered Co-Operative Societies****/HUF*****/Others

1	Name of Firm:		
2	Address of the firm		Email ID :
3	Telephone No		
5	State of operation	(GST filling to be submitted as Proof)	

Number of Partners/Directors/Members	
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Details of Applying Person/s	
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1	Name (in block letters):		
2	Date of Birth		
3	Gender (M/F)		
3	Father/Husband Name		
4	Correspondence Address		Email ID :
5	Telephone No		
6	Residence Address		
5	Telephone No		
7	Education Qualification		
8	Present Occupation/Business		
9	Working Capital Details		
If nature of Applicant is Body Corporate, the full-time director duly authorised through Board resolution, shall apply. The details of all the directors (except the applicant director which is to be given above) is to be given on Sr.No 3 B. In case of PSU, the full-time director duly authorised through Board resolution, shall apply. In case of PSUs, SL.No 3 B need not be filled. * If the applicant is Registered Co-operative society, then the member authorised through resolution passed by the society, shall apply. *****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 SL.No 3 B State of operation details with proof to be submitted for Public Ltd.***/Pvt. Ltd.***/PSU***/Registered Co-Operative Societies****/HUF*****/Others			

3. B) Details of Other Partners/Directors/Members
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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, details of other partners to be filled on this page. In case of HUF, details of other members to be filled on this page

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 (%)			

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):			
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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)	
FY	Turnover (Lacs)
2023-24	
2024-25	
2025-26	
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 :	

Head	Tick as applicable	Description
Type of Businesses		Bitumen Importers having imported min 10 TMT of Bitumen during Last Financial year or current financial year (till date of advertisement for expression of Interest). Bitumen importer shall provide IEC (Import Export code) along with Bill of lading/Entry for imports for establishing his credential
		Bitumen processors (Industrial Bitumen/Bitumen derivatives manufacturer) having processed/sold Bitumen/Bituminous products of min 10 TMT during Last Financial year or current financial year (till date of advertisement). Bitumen Processor shall provide Factory License, GSTIN , GST Return with Sales / Purchase Quantity and Excise/GST returns for establishing his credential.**
		Existing IOC's Bitumen PP/Reseller/BDA/Business Associates of Black Oil, FTP, Lubes stockiest, Petrochemicals/ CFA of Bitumen/Lubes/Petrochemicals/ IOC JV. The applicant is to submit satisfactory performance certificate, duly issued by the respective State Office/controlling Divisional office. However the evaluation of performance of existing BDA/PPs shall be at sole discretion of controlling office of IOC.
		Bulk Bitumen Transporters having minimum 10 Nos of owned Bitumen TT's. RC copies of owned TTs to be submitted.
		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
		Bitumen customers / IOC BDAs must have a minimum combined offtake of 15 TMT of bitumen or bituminous products on an all-India basis from OMCs or imports or Reseller over the last three completed financial years. Customers are required to submit proof of purchase in the form of bitumen purchase invoice copies or certified bitumen supply statements from OMCs, or GST statements clearly showing the purchase of bitumen or bituminous products.

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

All documents to be self-attested

6. Details of Business during year

S.No.	Details of Business stated at point 5	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
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GST Registration Details

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			

8. Infrastructure Details

Minimum size of land required for TT parking /drum storage space & office (As mentioned in the Annexure- A clause 12.1.3.				
Type of Ownership (Tick as applicable)	Owned land	Leased land	Undertaking for arranging desired land within stipulated period	
Area of land				

Address of have Owned/leased land with TT Parking space cum office Address		
Telephone No	-	
Registered Title deed/ Registered Sales deed/ Registered Lease deed for 05 years is to be submitted. Self declaration for the land (office cum TT parking space/storage space) needs to be given on the self attested layout plan.		
9. Remarks / any other details		

10. DECLARATION BY THE APPLICANT :

1	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.
2	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.
3	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.
4	I/we have read and understood the eligibility and ineligibility criteria and other information mentioned in the BDA Document (annexure -A) 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/marking.
5	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.
6	Blacklisted entities of IOC as on date of application shall not eligible to participate in the advertisement meant for selection of Bitumen BDAs.
7	If selected as BDA, I/ we am will be submitting Performance Guarantee of Rs. 50 lakhs in the form of BG as per BG format (Annexure-C) towards performance to fulfil minimum committed volume of sales as decided by IOCL.

8	The existing Bitumen PPs can be appointed directly as BDAs based on Satisfactory Performance certificate from the appointing Divisional/State Office and their meeting the selection/eligibility criteria.
9	Notarised affidavit declaring veracity of all the declarations made in the application form is enclosed.
10	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 aforementioned declaration and agree to abide by the same.

Place _____ Signature of
 applicant along
 with seal

Date: _____ Name of
 applicant (in
 block letters)

BDA Agreement

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]** and **Divisional 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

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.

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 Reseller mode. The formalities are attached as per Annexure A:

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 State of Tamil Nadu & UT of Pondicherry. 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.

Targets for the Year					
Bitumen (Bulk/Pack)	Qtr1. Sales Tgt	Qtr2 Sales Tgt	Qtr3 Sales Tgt	Qtr4 Sales Tgt	Total
In Reseller Mode					

- Shortfall quantity, if any, in any of the Qtr. will get carried forward to the next Qtr so as to ensure that the annual target is achieved at the end of the year.

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.

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 set out. 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 30 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. 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. Hence transfer of Bituminous Products 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.

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 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 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.

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 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 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 it 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.

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 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 / Union 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 IOCL, 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 Invoice 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.

36. 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.

37. 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

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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 15 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 30 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 Chennai in the State of Tamil Nadu 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".

47. 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.

48. 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.

49. 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.

50. 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 Tamil Nadu State Office, Chennai shall be final and binding upon the Business Development Associate.

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

52. 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 Chennai 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.

53. 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 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 extend as the Corporation in its discretion think fit.

54. 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.

55. 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.

56. 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.

57. 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 Institutional Arbitration as decided by the corporation.

- 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 Chennai.
- 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:
- 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.

58. The Parties hereby agree that the courts in the city of Chennai 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.

59. 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.

60. 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.

61. 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 In the Presence of	Signed, Sealed and Delivered by within named In the Presence of
Witnesses: 1. Name _____ Signature: _____	Witnesses: 1. Name _____ Signature: _____

Witnesses: 2. Name _____ Signature: _____	Witnesses: 2. Name _____ Signature: _____
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*Monthly credit notes to be issued on upliftment of minimum volume of 200 MT in a month. #one year from the date of issuance of LOA

Period : __.__.____ - __.__.____

Payment : Advance through RTGS

Discount on invoice : Rs. ____ MT

Monthly credit note : Rs. ____/MT

Commercials on Packed Bitumen : Discount of Rs. ____/- MT will be given irrespective of volume achievement.

The Corporation shall have the absolute right to revise the aforesaid mutually agreed upon discount 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.

Bank Guarantee Format

ANNEXURE C

(ON Rs.100 NON JUDICIAL STAMP PAPER)

M/s Indian Oil Corporation Ltd.,
Marketing Division,
Chennai Divisional Office, 500, Anna salai,
Teynampet, Chennai, Tamilnadu 600035.

Dear Sir,

In consideration of **Indian Oil Corporation Ltd.** having its registered office at **G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai-400 051** and place of business at **Indian Oil Corporation Limited, Chennai Divisional Office, 500, Anna Salai, Teynampet, Chennai** herein after called the "Seller" (which expression shall include its successor in interest and assigns) having agreed to sell petroleum product from different supply location to Bitumen Business Associate (BDA) M/s. _____ having Registered Office at _____ and Marketing Office at _____, (Which expression shall include its successor in interest and assigns and executors as the case may be) on the terms and conditions in accordance with Agreement with IOC for procurement and sales of Bitumen/Bitumen Products by the Buyer (BDA). The Seller has agreed to accept Bank Guarantee of **Rs. _____ (Rupees _____)** only as Security Deposit towards due performance of BDA's obligations to fulfill minimum committed volume of Sales of Bitumen/Bitumen Products.

We _____ (bank), _____ at the request of buyer do hereby undertake to pay to the Seller an amount not exceeding **Rs. _____ (Rupees _____ only)**.

We, the _____ (bank) do hereby undertake to pay the amount(s) due and payable under this guarantee without any demur, merely on a demand from the Seller stating that the amount claimed is due by way of product value and / or interest loss caused to or would be caused to or suffered by the Seller.

Notwithstanding anything stated above, our liability under this Guarantee shall at no time exceed the sum of **Rs. _____ (Rupees _____)**.

This Guarantee is being issued for a period from _____ to _____ and shall be in force upto and inclusive of date of expiry i.e. dt. _____ unless any action to enforce your claim under this guarantee is filed within **Three months** of the aforesaid expiry date, all your rights under the guarantee shall be forfeited and we shall be released and discharged from our liability thereunder.

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

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The Bank agrees that this guarantee may be invoked on a number of occasions but so that the total amount payable hereunder shall not exceed **Rs**_____.

We _____ **(bank)** _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of **INDIAN OIL CORPORATION LIMITED** in writing.

Notwithstanding anything contained therein.

- a) Our liability under this Bank Guarantee shall not exceed **Rs.**_____ **(Rupees _____ only.)**
- b) This Bank Guarantee shall be valid upto _____.
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon as a written claim or demand on or before _____.

Yours faithfully
For _____ (BANK)

(Authorized Signatory)

ANNEXURE - B

BITUMEN BUSINESS SOLICITATION BY BDA

DATE : _____

STATE OFFICE : _____

DO: _____

S.No.

- 1 Name of the customer : _____
- 2 Address : _____
- 3 Contact Details : _____
- 4 Category of Customer : Processor/Infra Projects _____
- 5 Details of project (for Infra projects) _____
- 6 Duration of Project : _____
- 7 Volumes Required in MT:

	VG 10	VG 30	VG 40
Bulk :			
Packed :			

- 8 Whether IOC's Customer Yes/No : _____
- 9 If Yes, the need to supply through BDA : _____
- 10 Whether OMCs Customer Yes/No : _____
- 11 If Yes, since how long : _____
- 12 Whether being sourced through Importers : Yes/No _____
- 13 If yes, since how long : _____
- 14 BDA is operating as : Facilitator/Reseller _____

SIGNATURE OF BDA : _____

By IOCL Official

PERMITTED/REJECTED : _____
(If Rejected, Specify Reasons)

SIGNATURE OF NODAL OFFICER : _____