

Guidelines

For

Selection of

Service Provider for

COCOs



9th May 2022

Guidelines for selection of Service Provider for providing Manpower & Services at Company Owned Company Operated (COCO) Retail Outlets

1. Categories of Candidates for Selection:

1.1 Through Advertisement:

An advertisement will be released in the newspaper inviting applications for appointment of COCO Service Providers. For this purpose, a capsule advertisement will be released in two newspapers giving 30 days' time to the applicants (as per prevailing policy for RO dealer selection). Suggested text for the advertisement is attached (**Annexure-I**). Detailed guideline / brochure containing application form will also be hosted on the OMCs website.

75% of the permanent COCOs are to be separately earmarked for appointment of COCO service provider through advertisement. Earmarking will be done through a transparent process of draw of lot on state / UT basis.

A committee of two officers of Grade 'C' and above nominated by the concerned State Retail Head / Zonal Head / State Head Retail, will conduct draw of lots for earmarking of locations to be advertised / to be offered to DGR.

1.2 Nomination from Director General for Resettlement (DGR)/ Rajya Sainik Boards

In case of balance 25%, Director General for Resettlement (DGR) Headquarters would be approached (through suitable communication under Regd AD) for seeking nominations of eligible retired officers and Rajya Sainik Board will be approached (through suitable communication under Regd. AD) seeking nominations of eligible retired official of rank JCO only . DGR / Rajya Sainik Board of the concerned State will be requested to respond within 30 days' of issuance of letter. Director General for Resettlement (DGR) Headquarters would be the nodal office for sending the nominations of officers. The Rajya Sainik Board of concerned State where the COCO location falls would be the nodal office for sending nominations of JCOs.

25% of the permanent COCOs are to be separately earmarked for appointment of COCO service provider thru nomination from DGR. Earmarking will be done through a transparent process of draw of lot as stated above.

1.3 The above process of allocating 75% COCOs thru advertisement and 25% COCOs thru DGR through Draw of Lot would be done always with all the available COCOs where selection for Service provider needs to be done and COCOs that have been newly generated.

1.4 The percentage allocation of the distribution between the numbers allocated thru advertisement / DGR shall be maintained as above state / UT wise and on a financial year basis.

2. Eligibility Criteria:

a. Citizenship/ Residential Status	Indian Citizen. Resident of India as per IT Rules
b. Age	Minimum Age 21 years and Maximum Age 60 years.
c. Educational Qualification	Minimum 10 th pass (examination conducted by a recognized Board / School)
d. Finance	Availability of Liquid assets (as defined in clause 5.2) of minimum Rs.15 lakhs.
e. For Nominees of DGR / Rajya Sainik Boards (under para 1.2)	The recommendations of concerned Department besides other eligibility criteria.

- **Applicant should meet all eligibility criteria as on the date of application.**
- **Only individuals are eligible to apply.**
- **Proof of age must be supported by copy of 10th standard Board Certificate / Secondary School Leaving Certificate / Birth Certificate / Passport / PAN Card / Aadhar Card / Voter Identity Card issued by Election Commission. No other proof will be admissible**

Note:

- i) In case date of application is not mentioned in the application, in that case cutoff date of submission of application would be considered as date of application.
- ii) The selected Service Provider will have to register himself with EPF and ESIC within a specified period before commencement of contract.
- iii) The selected candidate will be required to furnish BG equivalent to 3 days sales value which may vary from location to location.

- iv) Evaluation will be done under Finance for availability of "Liquid Assets" beyond Rs 15 Lakhs and upto Rs 30 Lakhs.
- v) Selection through advertisement : Documents / applications submitted / received after the cut off date and time of advertisement will not be considered for evaluation.
- vi) Selection through DGR nominations : Documents / applications submitted / received after the cut off date and time mentioned in the intimation letter of OMC will not be considered for evaluation.

3. Disqualification:

3.1. Following will not be eligible to apply:

3.1.1 Any Individual (including members of their "family unit" as defined in the **Note** below) holding RO / SKO / LPG dealership / distributorship or LOI for RO / SKO / LPG dealership/distributorship of any Oil Company (PSU as well as private oil company)

3.1.2 COCO service provider and LOI holders of COCO service provider (including members of their "family unit" as defined in the **Note** below) of any Oil Marketing Company – PSU as well as private oil company - (by any name like Labour Contractor / Job Contractor etc.). However, existing Service Provider / Job Contractor / Labour Contractor will be eligible to apply for the contract of Service Provider for the COCO already under contract with him/her.

3.1.3 Employees and retired employees of any Oil Company (PSU as well as private oil company-including members of their "family unit" as defined in the **Note** below) are not eligible to apply.

3.2. Person Convicted by a Court of Law for any criminal offence involving moral turpitude and / or economic offences.

3.3. Signatories of dealership / distributorship agreements of any Oil Company terminated on account of adulteration / malpractice.

3.4. The landlord (including members of their "family unit" as defined in **Note** below) of the concerned COCO Retail Outlet site.

3.5. Non individual applicants like Govt. Organizations / Bodies, PSUs, Co-Operative Societies, partnership firms.

Note: The definition of family unit:

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

4. Nature of Contract:

To provide manpower and services for Fuel Dispensing and other related activities including day to day operation and maintenance at the COCO Retail Outlet.

5. Selection Criteria and Guidelines for Evaluation :

5.1. The evaluation of applicants for Service Provider will be made on following parameters:

Parameter	Maximum Marks
i. Age (completed years) <ul style="list-style-type: none">• For age 21 years to 35 years – 25 marks• For age above 35 years to 50 years – 21 marks• For age above 50 years to 60 years – 17 marks	25
ii. Educational Qualification <ul style="list-style-type: none">• For 10th pass – 15 marks• For 12th pass – 18 marks• For Graduation – 21 marks• For Post-Graduation, For Post-Graduation in Management, Post-Graduation Diploma in Management from IIM, Graduation in Engineering, Graduation in Medicine, Graduation in Law, Chartered Accountant, Cost accountant, Company Secretary – 25 marks	25
iii. Financial capability <p>The maximum marks awarded is 30. The candidate will be awarded marks based on availability of "Liquid Assets" beyond Rs 15 Lakhs and upto Rs 30 Lakhs. For every increase of Rs. 1 lakh (one lakh) beyond Rs. 15 lakhs, 2 marks will be awarded. For Rs 15 lakhs - 0 marks. For Rs 30 Lakh - 30 marks. (proportionate marks will be awarded based on Liquid Asset Beyond Rs.15 Lakhs available with the candidate as on date of</p>	30

Application) For eg : for Rs. 16.78 lakhs, marks would be 3.56 for Rs. 20 lakhs, marks would be 10	
iv. Personal Interview Evaluation under this head will be made based on leading questions during interview to assess the candidate's knowledge/ skills on following parameters: <ul style="list-style-type: none"> • Business environment (Labour Laws, ESIC, EPF, Shops & Establishment Act, Factories Act, Contract Labour (R&A) Act, Local Laws such as Trade / Municipal Laws, Safety and Environment and other statutory rules etc.) – 10 marks • Work experience, communication skill, presentability etc. – 5 mark • On customer service – 5 mark 	20
Total	100

Minimum 60% marks will be required for eligibility and selection.

Evaluation under head "**Financial Capability**" will be based on following assets:

5.2 Liquid assets:

The funds can be in the following forms:-

- **Funds in savings accounts, Deposits with any Bank/Registered Companies/Postal Schemes:** Copy of Pass book/account statement/deposit receipts to be provided. In case of deposits, the applicant has to additionally submit a certificate obtained from the concerned Bank/Registered Company/Post Office indicating the value of the deposit on the date of application. In the absence of such certificate, the deposit amount only shall be considered.
- **National Savings Certificates:** Redemption value - Valuation certificates along with copy of certificates to be provided. In the absence of such valuation certificate, the deposit value shall be considered.

- **Bonds: Redemption value:** Valuation Certificates along with copy of bonds to be provided. In the absence of such valuation certificate, no marks will be awarded against Bonds.
- **Shares of listed Companies in Demat form:** Valuation certificates along with copy of Demat statement to be provided. In the absence of such valuation certificate, no marks will be awarded against Shares.
- **Mutual Funds:** Valuation certificates along with copy of mutual fund certificates or Demat statements to be provided. In the absence of such valuation certificate, no marks will be awarded against Mutual Funds.

Evaluation certificates of all assets should be of a date which is after the date of advertisement and on or prior to the date of application. The valuation certificate is to be obtained either from a Chartered Accountant or Depository Participant, as applicable.

Only 60% of the certified value (for Shares, Mutual funds & Bonds) will be considered for the purpose of evaluation.

Note

Valuation would be done **only** on the basis of applicant's declaration of financial capability in the application form.

The financial capability details given in the application form by the applicant are to be supported by copies of relevant documents for evaluation of marks.

If the applicant is not able to produce relevant documents in support of financial capability, he / she shall be disqualified at the time of verification of documents.

Also if the applicant is not able to give the Bank Guarantee within stipulated time, the LOI shall stand automatically withdrawn and a letter to the effect will be sent to the selected applicant.

5.2.1 Other Notes for evaluation under head "financial capability"

- Finance / liquid assets owned by the "family unit" of the applicant can be considered for award of marks subject to the written consent on notarized affidavit on appropriate stamp paper from the family member, along with supporting documents to establish the capability (**Appendix I**). For this purpose, in case of **married person/ applicant** the "family unit" consists of self, spouse and unmarried son(s) / unmarried daughter(s) and in case

of **unmarried person/ applicant** the "family unit" consists of self, father, mother, unmarried brother(s) and unmarried sister(s).

- Balance in current account will not be considered.
- Cash, jewelry or any other assets not listed in 5.2 will not be considered for award of marks.
- The funds mentioned in the application form should be available with the applicant **as on the date of application** which should be mandatorily filled by all applicants.

6. Selection Procedure:

6.1 Through advertisement:

Detailed Guideline / Brochure for Selection of Service Provider for operation of COCOs along with application form can be down loaded from OMC's website free of cost. The details of OMCs offices where this information is available will also be a part of the detailed advertisement and copy of the detailed advertisement will also be displayed at OMC's concerned office. **(OMCs field office to display the copy of advertisement in the notice board)**

Applicants will be required to submit the application form along with supporting documents, affidavit and Non-refundable application fee of Rs.10,000/- (Rupees Ten Thousand only).

A 15 days' notice will be given to eligible candidates and they will be advised to attend interview along with original photo identity proof submitted with application form.

6.2 Cases of Nomination from DGR / Rajya Sainik Board:

Concerned Divisional Head / Regional Head / Territory Head will write to DGR Headquarter at Delhi for seeking nominations of eligible retired officers and concerned Rajya Sainik Boards seeking nominations of eligible retired official of rank JCO (under Registered AD) requesting for sending nomination (within 30 days) for eligible officers (**Annexure – II**).

In case nominations are not received within 30 days, a reminder will be sent immediately seeking nominations within next 30 days.

In case of non receipt of nominations after first reminder, a second reminder will be sent seeking nominations within next 30 days.

In case of non receipt of nominations within the stipulated timelines even after the second reminder, the location will be taken up for Service Provider selection through Advertisement.

The nominated persons will be advised to submit filled in application form giving 30 days' time as per **Annexure – III** (copy of application form along with relevant appendixes to be attached along with **Annexure - III**).

Applicants will be required to submit the application form along with supporting documents, affidavit and Non-refundable application fee of Rs.10,000/- (Rupees Ten Thousand only).

A 15 days' notice will be given to eligible candidates and they will be advised to attend interview along with original photo identity proof submitted with application form.

7. Selection Process:

7.1 Opening, Scrutiny and Evaluation of Applications

Application Opening Scrutiny & Evaluation Committee (AOSC – L1 committee): The L1 committee (Application Opening and Scrutiny Committee) comprising of 3 officers shall be constituted by Divisional Head / Regional Head / Territory Head. The AOSC will open, scrutinize and evaluate the applications.

A. Opening and Scrutiny of Applications :

AOSC should open all the applications received before cut-off date and time. AOSC should scrutinize the applications based on the information furnished by the applicant in the application as per the format given in **Annexure - IV**.

The committee will check the eligibility with respect to application fee. Take out the payment instruments (Demand Draft / Pay Order).

AOSC will put serial number on all the pages (for e.g. 1/xx, 2/xx, 3/xx,...where xx is the last page number), initial each page and if any cutting, overwriting is observed in the application then the same should be circled and initialed.

The details of the payment instrument towards application fee should be entered against the applicant's name as per the format given in **Annexure – IV A**.

In case it is found that more than one application has been submitted for the same COCO location by the same applicant, then remarks "Multiple Application" should be put on these applications and would be put together. However, only the last received application would be considered for selection process.

If applicant has submitted fees with each application, then the fee amount for all the applications should be retained and details of the same entered against the applicant's name in the register. In case of multiple applications by an applicant, the applicant will be considered for evaluation only if requisite non-refundable fee of Rs.10000/- is paid by the applicant at-least against one application.

Any additional non-refundable application fees received would be forfeited.

The same is to be brought to the notice of the applicant while acknowledgement is sent by Registered Post / Speed Post vide letter as per format given in **Annexure –IV B**, advising that only the last received application, along with the supporting documents will be considered for eligibility and scrutinized for evaluation.

AOSC will scrutinize each application for eligibility as under:-

- a) **Age** - based on documentary evidence submitted along with the application.
- b) **Educational qualification** – based on documentary evidence submitted along with the application.
- c) **Finance** - based on documentary evidence submitted along with the application.
- d) **Other requirements** - like photograph, Proof of Identity(POI), application fee, signature, etc. as per format.
- e) Affidavit (**Appendix –III**)

Thereafter, AOSC should prepare the following list:

- (i) List of applicants who were found ineligible due to non-rectifiable deficiencies as per the format given in **Annexure – V**. The reasons for their ineligibility should be clearly spelt out/recorded for each case.

- (ii) List of applicants who were found ineligible due to rectifiable deficiencies and can become eligible by removing deficiency as per format given in **Annexure – V A.**
- (iii) List of applicants, whose documents were found in order as per format given in **Annexure – VI** (List of eligible candidates).
- (iv) The AOSC will submit these lists (Annex-V, Annex- V A & Annex-VI) to the Divisional / Regional / Territory Manager.
- (v) The Divisional / Regional / Territory Office will send letters by Registered Post / Speed Post to each applicant (with rectifiable deficiencies) as mentioned below:-
- (vi) A letter has to be written after preparation of list by AOSC to each applicant who were found ineligible as per **Annexure – V A.** They should be asked to rectify the deficiencies within 21 days from the date of the letter (date to be specified for accepting the response from applicant) by sending letter as per format given in **Annexure – V B.**

Note:

- a. No applicant should be made ineligible for the rectifiable deficiencies.
- b. Opportunity will be given to make payment of application fee, if not paid earlier or paid by way of defective instrument. Opportunity will also be given to submit fresh affidavit if not submitted earlier or earlier affidavit was defective or not as per format.
- c. This opportunity is provided with an objective to provide rectified or additional documents in support of eligibility parameters. However, documents in support of the basic eligibility criteria of Finance, Educational qualification, Age will be **accepted only** if they are valid as on date of application.
- d. No alteration / addition / deletion in the application form will be permitted except affixing of photograph and putting signature on the application form. The rectified or additional documents would be accepted only if they are pertaining to the information provided in the Application form.

- e. Additional documents will be accepted only if they were valid as on the date of application (w.r.t. finance / age / education, etc.) and pertain to information provided in the application form.
- (vii) After taking into consideration the response of the applicants from the "**Annexure –V A**" list on removal of deficiencies, there will be 2 sets of applicants, some applicants will still remain ineligible and would be listed as per "**Annexure – V C**". The balance who become eligible after rectification of deficiencies would be listed as per "**Annexure – V D**".
- (viii) After finalization of list **V C** of ineligible applicants and list **V D** of eligible candidates, AOSC will submit the list to the Divisional / Regional / Territory Heads.
- (ix) All eligible applicants (as per Annexure - VI and Annexure - V D) will be taken up for evaluation of the application by AOSC L1 Committee.
- (x) All ineligible applicants (as per **Annexure V** and **Annexure – V C**) would be informed about their ineligibility as per **Annexure – VII**.

B. Evaluation by AOSC L1 Committee

- i) All eligible applicants (as per **Annexure - VI** and **Annexure - V D**) will be evaluated by the AOSC for award of marks to the applicants for the parameters on Age, Education & Financial capability under **sub-clause 5.1.(i,ii &iii)** of Clause 5 above .
- ii) Marks will be awarded based on information given in the application duly supported by documentary evidence submitted by the applicants. The AOSC will award marks for maximum of 80 marks as per **Annexure – X A** .
- iii) The marks awarded by the AOSC L1 committee will be handed over in sealed envelope (Envelope 1) to the Head of Division / Region/Territory and Envelope 1 will be kept by Head of Division / Region/Territory in their custody.

7.2 Process of Interview & declaration of result:

A Interview Process

- (i) All eligible applicants (as per **Annexure - VI** and **Annexure - V D**) will be called for interview.
- (ii) A written communication (thru registered letter/speed post) as per **Annexure – VIII**. will be sent to all the eligible candidates to report for interview for selection at a specified place on specified date and time giving clear 15 days' time from the date of the letter.
- (iii) Attendance of all the candidates who have reported for interview would be prepared and Signature of candidates should be obtained by the Division / Region / Territory office on **Annexure – IX** before starting the interview process. The identity of the candidate would be verified against the original photo identity proof to be produced by the candidate.
- (iv) Interview will be held by a committee of 3 officers (L-2 Committee) as nominated by the ED Retail in HO (IOC) / Zonal Head –Retail (HPC)/ Regional Head Retail –(BPC). One officer would be nominated from the concerned State and two officers would be from outside the State. However, none of the officers nominated shall be from the concerned Division / Region / Territory of which the COCO Service Provider selection is being done.
- (v) The L2 committee members would be nominated not more than 24 hours prior to the interview. L2 committee members would conduct the interview through Video conference (VC), where in the applicants would be required to be present at the concerned Division / Region / Territory office for appearing/ attending the VC interview.
- (vi) The administrative arrangements for conducting the interviews through VC will be done by the Division / Region / Territory. The Division / Region / Territory must ensure that only the applicant is present in the VC room during the interview process. The proceedings of the interview by VC shall not be recorded.
- (vii) Marks will be awarded by L2 Committee as per **Annexure – X B** based on leading questions during interview to assess the candidate's knowledge/ skills under various parameters as per **sub clause 5.1 (iv)**. Individual L2 committee members will award out of maximum 20 marks, in line with extant evaluation criteria.

- (viii) The marks awarded by the individual L2 committee member as per **Annexure – X B** will be shared by mail to Head of Division /Region/Territory for compilation immediately after completion of interview of all applicants of the location. The record of marks awarded by each L2 committee member will be kept at the respective Division / Region/Territory office file for future reference. The respective Head of Division / Region / Territory will compile the average of L2 committee evaluation as per **Annexure – X B1**.

B. Declaration of Results

- i) The marks awarded by the AOSC (L1 committee) contained in sealed envelope (as per **Annexure X A**) and L2 committee (average of marks awarded by individual L2 committee members - as per **Annexure X B1**) will be compiled as per **Annexure X C** by Head of Division / Region / Territory for declaration of the result for selection immediately after receipt of marks from L2 committee members through email.
- ii) The result of the selection, after interview, should be displayed on the notice board of the venue immediately and at Company office (i.e. Divisional / Regional / Territory Office) as per **Annexure – X C**. This list will contain the names of all the candidates who appeared for the interview along with details of marks scored by each candidate under various parameters.
- iii) Names of the top three candidates from **Annexure X C** will be empaneled as first, second and third and shall also be displayed simultaneously on the notice board as per **Annexure X**. If none of the candidate scores minimum qualifying marks, the result for the location will be declared as "No candidate found suitable".
- iv) The selected candidate is to be intimated as per format **Annexure – XI**.
- v) The validity period of empanelment will be for a period of 1 year from date of agreement with the first empanelled candidate. In case the first empanelled candidate resigns / contract is terminated within a period of 1 year from the date of agreement, then the next empanelled candidate can be appointed as the Service Provider.

7.2.1 Empanelment in case of tie:

- a) In case of tie, a candidate getting higher marks in following two parameters, put together, will get preference over other/s.

S. No.	Parameter
1	Capability to provide finance
2	Personal interview

- b) In case of tie on parameters given above, the applicant who is younger in age shall get preference over other/s.
- c) In case of tie on parameters a & b (Finance, Interview & Age) above, the applicant who gets higher marks in Educational qualification shall get preference over other/s.
- d) The above will also apply for selection of DGR nominees.

7.3 General conditions for both DGR and Others category(Thru advertisement):

The Head of Division / Region / Territory will forward the copy of merit panel to State Retail Head / Zonal Head / State Head Retail for seeking approval for issuance of LOI to the first empanelled candidate.

The State Retail Head / Zonal Head / State Head Retail will give approval for offering the contract to the first empaneled candidate of the merit panel for appointment as Service Provider.

Before seeking approval for issuance of LOI to any of the empaneled candidate, the Head of Division / Region / Territory will appoint a committee consisting of two officers from within the Division / Region / Territory to verify the information given in the application with original documents. Verification of documents must be carried out as per format **Annexure XI A**.

Proposal for seeking approval for issuance of LOI will be sent by Head of Division / Region / Territory to State Retail Head / Zonal Head / State Head Retail only if supporting documents submitted by the applicant along with the application are found to be tallying with the documents and no variance is observed.

If for any reason, the first empaneled candidate is subsequently not found eligible for issuance of LOI, approval would be obtained from State Retail Head / Zonal Head / State Head Retail by the Division / Region / Territory office for

declaring the candidate as ineligible and for award of the contract to the next empaneled candidate in the merit panel and so on till the third empaneled candidate. The reasons for the same shall be recorded and the candidate so rejected shall be informed by way of letter.

8. Advertisement:

Selection will be done by inviting applications through capsule advertisements in two newspapers (**Annexure - I**) - One English daily having highest circulation in the State and one vernacular daily having highest circulation in the State. The details of highest circulation are to be taken from the Corporate Communication department of the Oil Company.

The capsule advertisement published in News Paper will also be hosted in the Web sites of concerned OMCs simultaneously along with detailed advertisement (**Annexure – IA**). Brochure containing application form will also be hosted on the OMCs web site.

9. Cut-off date for receipt of Applications:

The advertisement should specify the last date and time on or before which the application should reach the designated office of OMC. The cut-off date should be minimum 30 days from the date of publication of the advertisement in the newspapers i.e., it should be ensured that the applicants get a minimum of 30 days' time for submission of completed application. It should be ensured that the last date for submission of application as specified in the advertisement is a working day for the OMCs. The same principle applies for release of corrigendum, if any.

Applications received after the specified closing date and time for any reason including postal delay will not be considered and no correspondence shall be entertained in such cases whatsoever.

10. Application Form:

Application form for Service Provider (**Appendix – II**) will be hosted on the website of OMCs as part of Brochure and can be downloaded free of cost from the website of OMCs.

11. Submission of application:

Application form duly filled should be submitted in a sealed envelope with name & serial no of the COCO location (as per the detailed advertisement / as per OMC's letter to DGR nominees) super scribed on the envelope.

The applicants are required to fill in Check list as per **Appendix - IV** and attach the same on top of the application form.

12. Procedure for Receipt of Application:

The date and time of receipt of application should be stamped on the envelope containing the application. In case applications are received late, it should be recorded and application returned to the applicant by Registered Post / Speed Post with a covering letter as per format given in **Annexure – XII**. In case of late receipt of applications or application received in open condition, the same also will be returned advising the date of receipt. The proof of late receipt of the application in the form of photo copy of the envelope / acknowledgement receipt of the open application being returned should be kept.

Applications received by hand to be acknowledged as per **Annexure – XIII**.

13. Letter of Intent:

Divisional / Regional / Territory Office should verify the information given in the application for the first empaneled candidate with the original documents for correctness of the same as per **Annexure XI A**

If the information given in the application by the applicant is found to be correct and there is no selection related complaint / court case pending for decision, Letter of Intent will be issued to the selected candidate by Head of Division / Regional / Territory Office after approval of the Retail Head of State / Zone. (**Annexure – XIV**).

LOI should be issued only after 30 days of declaration of selection / results.

Also if the applicant is not able to give the Bank Guarantee within stipulated timelines, the LOI shall stand automatically withdrawn and a letter to the effect will be sent to the selected applicant.

The next empaneled applicant would be considered for verification of documents for issuance of LOI.

Head of the Division / Regional / Territory office will issue the LOI. The Service Provider select, after receipt of LOI is required to comply with the LOI conditions, failing which OMC can withdraw the LOI and proceed with further selection process.

In case a complaint is received after issuance of LOI and a decision is taken to investigate the complaint, then the LOI holder would be asked to suspend further progress in writing till disposal of the complaint.

a) Extension of LOI:

In case where the Service Provider select due to certain difficulties is not able to fulfill the conditions laid down in the LOI, the same can be given one time extension for maximum 30 days by the Head of the Division/Regional/Territory office. The reasons for such extension should to be recorded.

b) Withdrawal of LOI:

In case selected candidate is unable to fulfill terms & conditions of LOI within 30 days of date of LOI or within the extension period (if any), then the LOI would be withdrawn and candidate to be advised accordingly.

14. Letter of Appointment:

A candidate who has been given the 'Letter of Intent' (LOI) would be required to fulfill the terms and conditions as contained therein.

On compliance of LOI conditions, Letter of Appointment (LOA) as per **Annexure - XV** along with executed copy of contract / agreement for Service Provider as per **Appendix – V** will be given.

An indemnity bond / undertaking will also be required to be submitted by the Service Provider select as per **Appendix - VI**.

15. Bank Guarantee:

A Bank Guarantee of amount published in the advertisement/notice to DGR against the COCO location is required to be obtained from the Service Provider select within 30 days of issuance of LOI. LOA would be issued after receipt of BG. The Bank Guarantee should be of a Scheduled Bank.

16. False Information:

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 have been suppressed / misrepresented / incorrect or false, then the application is liable to be rejected without assigning any reason and in case the applicant has been appointed as a Service Provider, the contract for Service Provider is liable to be terminated. In such cases, the candidate / Service Provider select shall have no claim whatsoever against the respective Oil Company.

17. Affidavit:

The applicants should submit an affidavit in the standard format confirming facts as per **Appendix – III** along with application.

Note:

- (i) All affidavits should be submitted in original on stamp paper of appropriate value as applicable in the concerned State.
- (ii) All Stamp papers should be purchased in the name of the deponent.
- (iii) All affidavits should be made after the date of advertisement.

18. Application Fee:

Non-refundable application fee of Rs.10,000/- in the form of demand draft of scheduled bank only in favour of the concerned Oil Company as per the details given in the detailed advertisement is to be submitted.

One applicant can submit only one application for one location. In case more than one application is received from an applicant for a single location, only the last received application, along with the supporting documents will be considered for evaluation. The non-refundable Application fee submitted by the applicant along with all other applications will be forfeited.

19. Security Deposit / Security for Assets of the Company:

- i) The Service Provider will have to offer collateral security, to the extent of value given in the notice / advertisement by way of BG from any Schedule bank to the satisfaction of the Corporation, before signing the agreement. The value of Bank Guarantee would be equivalent to 3 days estimated sales.
- ii) Reimbursement of Bank charges incurred in providing the Bank Guarantee will be reimbursed at actuals to the Service Provider, on producing necessary documentary evidence.
- iii) Against BG of 3 days sales value, *initial* supply covering 90% of BG value would be released and subsequent releases will be guided by OMC policy. All future supplies would be released against deposit of cash proceeds in OMC's designated local Bank account on day to day basis or RSP value of product by way of RTGS/e-payment mode as decided by OMCs.
- iv) Wherever Business / COCO Managers are posted, the supplies from supply locations will be released on authorization of Business / COCO Manager.

It will be the responsibility of Service Provider to collect and deposit the cash proceeds in OMC's designated local Bank account on day to day basis and produce proof of such deposits to Business / COCO Managers / concerned OMC Officers immediately thereafter. Wherever it is not possible to deposit cash in the Company's collection account, the same may be deposited by the Service Provider in his account and subsequently transferred to Company's collection account thru RTGS/e-payment mode on day to day basis.

- v) Where ever the sales proceeds are deposited in the bank account of the COCO service provider and later on transferred to Oil Company's account, the bank charges for cash counting / handling would be reimbursed to the Service Provider based on documentary proof.
- vi) Bank Guarantee would be reviewed every six months based on the product pricing and sales volumes of previous six months. In such cases concerned DRSM/RM/TM will give specific approval for enhancement of BG amount and Divisional Office / Regional Office/ Territory Office should collect additional BG by giving 30 days' notice to Service Provider.

20. Grievance Redressal:

Any complaint should be accompanied by a fee of Rs. 5000/-, in the form of demand draft of schedule bank only, in favour of the Oil Company. Any complaint received without this fee will not be entertained. The complaint received against the selection including eligibility will be disposed off as under:-

- (i) An aggrieved person may send his/her complaint to the concerned Divisional Office / Regional Office/ Territory Office. Complaints received before or after the selection process / declaration of result, will be kept in record and investigation carried out after 30 days of declaration of result only in following cases:-
- General complaints with verifiable facts
 - Complaints against empanelled/selected candidate(s)
- (ii) Any complaint received after 30 days from the date of declaration of results will not be entertained.
- (iii) Representation from applicants against rejection of his/her candidature will be verified and disposed of immediately by the Divisional/Regional/Territory Manager before proceeding to next stage. For such cases, fee of Rs. 5000/- will not be applicable.
- (iv) Anonymous complaints without verifiable facts will not be investigated. The State Retail Head/Zonal Head /State Head Retail will be the competent authority to take decision for investigation and final decision on the investigation report.
- (v) On receipt of a complaint a letter will be sent by the oil company to the complainant through Registered Post, asking him to submit details of allegation with a view to prima facie substantiate the allegations along with supporting documents, if any, within 20 days from date of dispatch of letter **(Annexure - XVIII)**. While seeking documents and details, the complainant will be advised that if during the investigations, complaint is found to be false and/or without substance, the Oil Company reserves the right to take action against the complainant as provided under the law and fee should be forfeited.
- (vi) In case a complaint is received against an applicant, who has not been selected, the same will be kept in abeyance. In case the LOI against selected candidate is cancelled and the applicant against whom the complaint was received gets selected, the complaint will only then be investigated.
- (vii) If the complaint is not required to be investigated, the fee received will be refunded to the complainant informing that the complaint has not been

investigated since the candidate against whom the complaint has been made has not been selected. The fee will be refunded after issuance of LOA to the selected candidate.

- (viii) In case complaint is received without the requisite fee of Rs. 5000/-, a letter would be written to the complainant asking for submission of requisite fee within 20 days (**Annexure - XVIII**). In case the requisite fee is not received within stipulated 20 days, the complaint will not be investigated and will be filed.

In case a complaint is received after 30 days of declaration of results, the complaint would not be entertained and complainant would be advised reasons for the same (**Annexure - XVIII**).

- (ix) Head of State / Zonal Head / State Head will examine response of the complainant and if it is found that the complaint does not have specific and verifiable allegations, the same will be filed and complaint fee will be forfeited. Complainant will be advised accordingly (**Annexure - XIX**).

- (x) If a decision is taken to investigate the complaint, one Officer not below the rank of 'D' grade will be nominated by the Head of State / Zonal Head / State Head to do the investigation and submit a report. Thereafter, decision on the complaint will be taken by the Head of State / Zonal Head / State Head as under:-

a) Complaints not substantiated:

In case the complaint is not substantiated it will be filed and complaint fee will be forfeited. Complainant will be advised accordingly (**Annexure - XIX**).

b) Established Complaints:

In case of established complaint, the complainant will be advised accordingly (**Annexure - XX**) and suitable action with regard to cancellation of the concerned selection, as applicable. In this case the complaint fee collected of Rs.5000/- will be refunded.

- (xi) The investigating officer shall give a due opportunity to the complainant and shall submit his report to the competent authority. Efforts will be made for disposal of complaints within three months.

(xii) In all cases, disposal of complaint should be in the form of speaking order.

21. Termination of the Contract:

The contract can be terminated by OMCs by giving 30 days' notice to the other party or upon severe breach of agreement without any notice as per conditions of the contract. The contract can also be terminated by the Service Provider with prior 90 days' notice for such termination.

The contract will come to an end at the expiry of notice period or contract period automatically.

22. Agreement:

The selected candidate will have to execute a standard agreement (copy of agreement to be executed with Service Provider is attached as **(Appendix – V)** with IOC / HPC / BPC and is required to abide by the terms and conditions thereof.

- The agreement with the Service Provider for the **permanent COCO** outlets will be for a period of **three years**.
- The Service Provider if after his appointment is issued an LOI for dealership or distributorship of any Oil Company, he shall have to resign from the contract of Service Provider by giving immediate (within 7 days) suitable notice to OMC for termination of contract within next 90 days. During the period of notice and working as Service Provider, Letter of Appointment (LOA) for dealership / distributorship should not be accepted nor operation of dealership / distributorship should be started.

23. General Terms and Conditions for Operation of COCOs by Service Provider (Annexure – XVII):

- a. The Service Provider will ensure observance of all given instructions from time to time with regard to Quantity and Quality Control, day to day operations, safety etc.
- b. Maintenance of the Outlet and Equipment shall be responsibility of the Corporation while Service Provider will be responsible for proper and safe upkeep, cleanliness and house-keeping of the outlet.
- c. The Service Provider shall give an **undertaking (Appendix – VI)** to the effect that no claim on the dealership will be made in future, in view of

having awarded this contract for operation of the retail outlet. This arrangement shall not confer the Service Provider any right to claim permanent dealership or permanent Service Provider for the aforesaid retail outlet at any time nor for any other rights in respect of any other job contract.

- d. The Service Provider shall execute an Agreement as stipulated by the Corporation. He shall abide by, observe and fulfill all the obligations as imposed under the Service Provider agreement.
- e. The Service Provider will be granted a mere leave and permission to enter upon the site only for the purpose of supporting the business at the retail outlet in the name of the Corporation and for no other purpose.
- f. The premises of the retail outlet shall be deemed to be in the possession of the Corporation and one or more representatives of the Corporation shall always have the right to be in the premises of the outlet.
- g. The Service Provider will be governed by "The Contract Labour (Regulation and Abolition) Act 1970" and will be obliged to fulfill the role required of him under any rules / regulations /Statutory provisions.

24. Manpower Requirement / Compensation & Remuneration (Annex –XVI):

The manpower for day to day operations will be provided by the Service Provider. The requirement will be provided by the concerned DRSM/RM/TM of the OMC depending on the specific requirement of the COCO location.

A. For the purpose of arriving at minimum wages, the operating staff will be categorized as follows:

S. No.	Type of manpower	Category
(i)	Cashiers, Fore Court Managers,Managers	Skilled
(ii)	Driveway Pump Attendants	Semi-Skilled
(iii)	Air boys, Windscreen boys, Housekeeping boys	Unskilled
(iv)	Security guards	Unskilled / As per DGR / Sainik Board rates

B. Remuneration & Incentives:

Remuneration:

Fixed lump sum amount per month: Rs.30,000/-.

Incentive:

Slab	Volume (per month)	Incentive / KL	Comments
1	Upto 100 KL	NIL	
2	Beyond 100 & ≤ 175 KL	Rs.75/-	Rs.75/- per KL on volume above 100 KL
3	Beyond 175 & ≤ 250 KL	Rs.100/-	Rs.100/- per KL on volume above 100 KL
4	Beyond 250 & ≤ 350 KL	Rs.125/-	Rs.125/- per KL on volume above 100 KL
5	Beyond 350 & ≤ 450 KL	Rs.150/-	Rs.150/- per KL on volume above 100 KL
6	Beyond 450 & ≤ 600 KL	Rs.75/-	Incentive applicable upto 450 KL + Rs.75/- per KL for volume above 450 KL
7	Beyond 600 KL	Rs.50/-	Incentive applicable upto 600 KL + Rs.50/- per KL for volume above 600 KL

Note:1 Fixed lumpsum remuneration and incentive scheme would be reviewed after three years.

Note:2 Sales would mean supplies to the COCO during month.

e.g. Monthly sale from a retail Outlet is say 750 KL, then total payment will be asunder:

- a) Monthly payment up to 100 KL = Monthly lump sum remuneration + Nil incentive = Rs. 30,000
- b) for 450 KL would be = $Rs.(450-100)*150+$ Monthly lump sum remuneration = $Rs.52,500 + Rs.30,000=Rs 82,500$
- c) for 600 KL = $Rs.(600-450)*75+$ incentive and remuneration of 450 KL = $Rs.11,250 + Rs.82,500 = Rs.93,750/-$
- d) for 750 KL = $Rs.(750-600)*50 +$ incentive and remuneration of 600 KL = $Rs.7,500 + Rs.93,750 = Rs.1,01,250/-$

Therefore for 750 KL total of (lump sum + incentives) will be Rs.1,01,250/-

C. Reimbursement of wages for manpower:

Reimbursement of wages for manpower to the Service Provider is to be made for actual manpower provided as per Minimum Wages on the basis of **higher of wages** as applicable in respective States vis-a-vis wages as per Central Govt. rates along with PF at applicable rates, gratuity, bonus, service tax and any other statutory payment duly certified by the Officer of the Corporation.

Service tax component will be reimbursed to the Service Provider for the following payments subject to applicability of service tax as per Service tax statute:

- i) Monthly lump sum amount payable to Service Provider.
- ii) Incentive paid on incremental sales volume to Service Provider.
- iii) Total wages reimbursed for manpower.

D. All expenses for running the retail outlet would be borne by IOC / HPC / BPC including Electricity, Water, Telephone, Stationery, Staff Uniform, etc.

E. Where ever the sales proceeds are deposited in the bank account of the COCO service provider and later on transferred to Oil Company's account, the bank charges for cash counting / handling would be reimbursed to the Service Provider based on documentary proof.

F. Product Loss on account of evaporation and handling losses upto 0.59% in MS and 0.15% in HSD of total actual sales made at the outlet will be absorbed by Oil Company. Any losses beyond the ceiling as mentioned above will be borne by the Service Provider and the same would be adjusted / recovered by OMCs on a monthly basis. The losses on month to month basis will be calculated based on the actual sales volume and the prevailing **retail selling price** (at month end) of the outlet.

G. Reimbursement for handling charges for Auto LPG / CNG sales to Service Provider:

- a) Payment to be reimbursed to Service Provider for actual manpower provided for handling Auto LPG / CNG as per requirement of OMC, in addition to the manpower provided for handling MS & HSD.
- b) The Service Provider would be required to provide additional BG considering Auto LPG / CNG also in addition to MS & HSD.

- c) Auto LPG / CNG sales would be clubbed with MS & HSD sales for making Fixed Lump sum payment and slab wise variable incentives for rendering service at COCO. CNG sales volume to be taken in MT for this purpose.
- d) Concerned Divisional Manager / Regional Manager/ Territory Manager would be responsible for collection of BG for Auto LPG / CNG also. DRSM / RM / TM would ensure proper allocation of BG to different credit control area i.e. for MS&HSD / Auto LPG / CNG.

S. No.	List of Annexure	Annexure No
1.	Text of capsule advertisement	Annexure – I
2.	Text of detailed advertisement	Annexure – IA
3.	Letter to DGR for nominations	Annexure – II
4.	Letter to nominated DGR / Sainik Board personnel requesting submission of application form along with necessary documents and enclosures	Annexure – III
5.	Format for Scrutiny of Applications for selection of Service Provider for COCOs	Annexure – IV
6.	Format for recording receipt of application	Annexure – IV A
7.	Format for Acknowledgement of Application to be issued in case of receipt of more than one application for one Location from single Applicant	Annexure –IV B
8.	List of Applicants found ineligible due to non-rectifiable deficiencies	Annexure – V
9.	Format for list of Applicants found ineligible due to rectifiable deficiencies (who can become eligible)	Annexure – V A
10.	Format of Letter to Applicants found ineligible based on rectifiable deficiencies as per Annexure V A	Annexure – V B
11.	Format for list of Applicants found ineligible after response against rectifiable Deficiencies	Annexure –V C
12.	Format for list of Applicants found eligible after rectification of deficiencies	Annexure – V D
13.	List of Applicants found eligible based on original application	Annexure – VI
14.	Format of Letter to Applicants found ineligible as per Annexure V and V C	Annexure – VII
15.	Call Letter for Interview to eligible applicants as per Annexure VI and V D	Annexure – VIII
16.	Attendance Sheet of eligible applicants present for Interview	Annexure – IX
17.	Format for Declaration of Merit Panel (on notice board)	Annexure – X
18.	Format for Evaluation by AOSC L1 committee	Annexure – X A
19.	Format for Evaluation by L2 committee – individual members	Annexure – X B
20.	Format for Consolidation of L2 committee evaluation	Annexure – X B1
21.	Format for Declaration Results (consolidation of XA & XB1) – (on notice board)	Annexure – X C
22.	Format for intimation of results to the selected candidates	Annexure – XI
23.	Format for verification of documents of first empaneled candidate (before seeking approval for LOI)	Annexure – XI A
24.	Format for letter to be sent to Applicants in case of Application received after Cut-off Date and time / Application received in Open Condition	Annexure – XII
25.	Format for Acknowledgement of Application Received By Hand Delivery	Annexure – XIII
26.	Letter of Intent	Annexure – XIV
27.	Letter of Appointment	Annexure – XV

28.	Manpower requirement / Compensation and Remuneration	Annexure – XVI
29.	Duties and obligation of Service Provider (General Terms And Conditions For Operation Of COCOs By Service Provider)	Annexure – XVII
30.	Letter to be addressed to the complainant for submission of documentary evidence to substantiate complaint	Annexure – XVIII
31.	Letter to be addressed to the complainant in case complaint is not substantiated	Annexure – XIX
32.	Letter to be addressed to the complainant in case complaint is substantiated	Annexure – XX

S. No.	List of Appendixes	Appendix No.
1.	Notarized Affidavit for offer of finance by members of 'Family unit'	Appendix – I
2.	Application form	Appendix – II
3.	Standard Affidavit by applicant	Appendix – III
4.	Cover note of application / Check list	Appendix – IV
5.	Agreement for contract of Service Provider	Appendix – V
6.	Indemnity Bond / Undertaking	Appendix – VI

CAPSULE ADVERTISEMENT

NOTICE FOR ENGAGEMENT OF SERVICE PROVIDER FOR ITS CORPORATION OWNED AND CORPORATION OPERATED RETAIL OUTLETS (COCO)

OMC (Name of the oil company) proposes to engage Service Provider for providing manpower and various services at its Corporation Owned Corporation Operated Retail Outlets at various locations in the State / UT of

The detailed advertisement, guidelines / brochure and application form are available in our website (www.iocl.com) / (www.hindustanpetroleum.com) / (www.bharatpetroleum.in) and the same can also be downloaded.

Completed application forms should reach the office as indicated in the detailed advertisement latest by **dd/mm/yyyy, 1700 hrs. (date and time)**.

DETAILED ADVERTISEMENT**NOTICE FOR ENGAGEMENT OF SERVICE PROVIDER FOR ITS CORPORATION OWNED AND CORPORATION OPERATED RETAIL OUTLETS (COCO)**

OMC (Name of the oil company) proposes to engage Service Provider for providing manpower and various services at its Corporation Owned Corporation Operated Retail Outlets at the following locations.

S. No.	Location / Brief Address	Revenue District	State	Estimated Sales (MS+HSD) KL/PM	Tenure of contract: Three Year / One Year	Financial capability(liquid asset) of the applicant for Eligibility (Rs in Lakhs)	Amount of Bank Guarantee as Collateral Security (Rs. in Lakhs)
A	B	C	D	E	F	G	H
						Min Rs.15 Lakhs	

The detailed guidelines (Brochure) and application form can also be downloaded from our website (www.iocl.com) / (www.hindustanpetroleum.com) / (www.bharatpetroleum.in)

APPLICANTS, IN THEIR OWN INTEREST, SHOULD CAREFULLY GO THROUGH THE "BROCHURE" AND UNDERSTAND CONDITIONS OF SELECTION BEFORE SUBMITTING THEIR APPLICATION.

The offers being invited are for providing manpower and various services as required by the Corporation and Service Provider will have no claim whatsoever on getting dealership for the subject location in view of having been awarded contract and that selected Service Provider besides entering into an agreement will have to give under oath an undertaking to this effect.

The applicants shall be guided by the terms and conditions as contained in the Brochure. The selected applicants will be required to provide collateral security in the form of Bank Guarantee as mentioned against each location above.

Interested applicants, who wish to apply are required to submit a Demand Draft of **Rs.10,000/-** (Rupees Ten Thousand Only) payable in favour of "**Indian Oil Corporation Limited / Bharat Petroleum Corporation Limited / Hindustan Petroleum Corporation Limited**" as non-refundable application fee at the location as indicated in the address below, along with the completed application form.

The Corporation reserves the right to cancel/withdraw/ amend this advertisement or extend the due date at its sole discretion without assigning any reason.

Completed application forms should reach the office as indicated below latest by **dd/mm/yyyy, 1700 hrs. (Date and time)**. Applications received after due date and time, for any reason, will not be considered.

- 1) **ADRESS OF DIVISIONAL / REGIONAL / TERRITORY OFFICE - 1 (For S.No._ to _)**
- 2) **ADRESS OF DIVISIONAL / REGIONAL / TERRITORY OFFICE - 2 (For S.No._ to _)**

REGD AD

REF:

DATE:

**The Directorate General Resettlement
Ministry of Defence,
West Block-4, R. K. Puram,
New Delhi – 66**

OR

**The
Rajya Sainik Board
Address of the office in the concerned State**

SUB: NOMINATION OF DEFENCE PERSONNEL FOR APPOINTMENT OF SERVICE PROVIDER FOR COCO RETAIL OUTLETS UNDER _____ DIVISIONAL / TERRITORY / REGIONAL Office, in the State / UT of _____ .

Dear Sir,

We are a Govt. of India Enterprise engaged in the business of refining and marketing of petroleum products through our network of retail outlets located all across the country. We are in the process of appointing service provider for our following Company Owned Company Operated (COCO) Retail Outlets under _____ DIVISIONAL / TERRITORY / REGIONAL Office : -

SR.NO	NAME & ADDRESS OF COCO	PROJECTED SALES MONTHLY AVG (IN KL)		AMT OF BANK GUARANTTEE REQD
		MS	HSD	
1				
2				
3				
4				

The above service provider would be responsible for managing day to day activities of the Retail Outlet including providing quality manpower and various services, as required by the Corporation.

We therefore request you to kindly nominate suitable candidates out of retired Defence Personnel who meet the following criteria:-

1. The nominated candidate should not be below the rank of JCO.

2. Director General for Resettlement (DGR) Headquarters to nominate eligible retired officers.
3. Rajya Sainik Board to nominate eligible retired official of rank JCO.
4. Ability to furnish Bank Guarantee as mentioned against the location/s or depending on the sale of the COCO.
5. The nominated candidate should have liquid assets (as defined in the Brochure) of minimum Rs. 15 lakhs.
6. Age should be between 21 to 60 years.
7. Education : Minimum 10th pass.
8. Capability to provide manpower viz. DSMs (Driveway Salesman) in adequate numbers as per requirement of the Corporation.
9. On selection as service provider, the individual shall have to register with EPF/ESIC within specified period and submit documents thereof.

Guidelines / brochure, Application form and all other relevant details and information are available on our web site (www.iocl.com) / (www.hindustanpetroleum.com) / (www.bharatpetroleum.in).

On receipt of nomination, further details shall be informed to the nominated candidates.

You are requested to kindly forward nomination of suitable candidates latest by _____ (date) at the following address.

Thanking you,

Yours faithfully,

For Indian Oil / Bharat Petroleum / Hindustan Petroleum Corporation Ltd.

**Divisional / Territory / Regional Manager
Address**

Annexure – III

Letter to nominated DGR / Sainik Board personnel requesting submission of application form along with necessary documents and enclosures

Dated :

To,
DGR / Rajya Sainik Board Nominee (Name with Rank)
Address

Subject: Selection of Service Provider for IOC's/BPC's/HPC's COCO RO
at _____, District _____, State _____

Dear Sir,

We write with reference to your nomination received from DGR / Rajya Sainik Board, _____ (Name of the location where the body is situated) vide their letter, no _____ datedfor appointment of Service Provider for our subject COCO Retail Outlet, _____ (name of COCO location), at _____, District _____, State _____ .

For being considered for appointment of Service Provider, you are required to submit formal application in the prescribed format (enclosed). Your duly completed application form along with self attested true copies of all the enclosures / attachments as mentioned in the application form and non-refundable application fees of Rs.10000/- should positively reach our Divisional / Territory / Regional office by DD/MM/YYYY (30 days from the date of the letter).

The final selection, however, would be done on the basis of interview of all the eligible candidates, the date of which would be informed to you in due course of time.

In case you get selected, you would be required to furnish bank guarantee of Rs._____, equivalent to three days sale, within 30 days of date of LOI.

In case you have any further query, you may kindly contact our office at the _____ (Name & Phone no of concerned OMC office).

Thanking you,

Yours sincerely,

For Indian Oil / Bharat Petroleum / Hindustan Petroleum Corporation Ltd.

Divisional / Territory / Regional Manager

Address

Encls : Format for application

Annexure - IV**Format for Scrutiny of Applications for selection of Service Provider for COCOs
(to be used by AOSC L1 Committee)****Name of Divisional/ Territory/ Regional Office:****Location:** _____ **District:** _____ **State:** _____

Name: Shri / Smt / Kumari _____

Father's / Husband's Name: _____

Eligibility:

S.No	Particulars	Yes	No	Though eligible as per application, the document submitted is not in line with claim of applicant
1	Non-refundable application fee received			
2	Photograph pasted and signed			
3	Date of application mentioned in the application form			
4	Application signed			
5	All stamp papers for affidavits purchased in the name of Deponent			
6	Notarized Affidavit as per Appendix I (if applicable) for finance attached			
7	Notarized Affidavit as per Appendix III –(Check all clauses as per standard format are available)			
8	All pages of application are numbered and signed by applicant/s			
9	Age as on date of application - between 21 to 60 years. Proof of age attached			
10	Whether minimum educational qualification is as per requirement (10 th Pass) & proof attached			
11	Whether documents in support of availability of liquid assets minimum Rs.15 Lakhs (Funds) attached.			

	Remarks: Following deficiencies have been observed during scrutiny:- <u>Rectifiable</u> a. b. c. <u>Non Rectifiable</u> a. b. c.	
--	--	--

Candidate is: Eligible / Ineligible / Eligible subject to rectification of deficiencies / Eligible as per application but the document submitted is not in line with claim of applicant

**Signature with date Member – I
Name & Designation**

**Signature with date Member – II
Name & Designation**

**Signature with date Member - III
Name & Designation**

Signature with Name & Designation of Divisional/Regional/Territory Head

Observation on scrutiny of rectifiable documents submitted by the applicant:

Rectifiable deficiency	Document submitted / not submitted	Observation

CANDIDATE IS: ELIGIBLE / INELIGIBLE

Signature with date Member - I
Name & Designation

Signature with date Member – II
Name & Designation

Signature with date Member - III
Name & Designation

Signature with Name & Designation of Divisional/Regional/Territory Head

Annexure IV A**Format for Record of Applications Received for a particular location**

Name of Divisional / Territory / Regional Office: _____

Name of Location: _____

Sr. No. of Location as per Advertisement: _____

Name of District _____

1) Name of Newspaper _____ Date _____

2) Name of Newspaper _____ Date _____

Or

IOC/BPC/HPCs (letter to DGR applicant) Ref No & Date: _____

Last date of receipt of application: _____

DETAILS OF APPLICATIONS RECEIVED

S. No.	Name of Applicant	Date and Time of Receipt of Application Form	Application received in time / Late	Letter ref. & date and Receipt No. & date of Regd. / Speed Post vide which original application returned (for late receipts)	Instrument no. & date	Amount Rs.	Cash Receipt No.

Note:

1. AOSC should first complete the listing of applications received within cut off time and date and should list the applications received after cut off time and date subsequently.
2. Application received late to be returned along with application fee and record maintained as per process defined in clause No 12 of manual/guideline

SIGNATURE:

Name of Officer (AOSC)

Member 1

Member 2

Member 3

Designation:

Date:

Signature with Name & Designation of Divisional/Regional/Territory Head

Date:

Annexure – IV B

Format for Acknowledgement of Application for More Than One Application for One Location by Applicant

On Letter Head

Registered Post / Speed Post

(Name &Address)

Ref: Date:

We have received _____ number of applications in response to the advertisement published in newspaper _____ dated _____ for COCO Service Provider at _____ on _____, _____ along with DD/PO no _____, _____ dated _____, _____ for Rs. _____/- (Rupees _____ only)

Please note as per guidelines one applicant can submit only one application for one location. Hence, the last received application will be considered for eligibility and selection. The non-refundable Application fee submitted by you along with the other _____ (specify number) applications is forfeited in line with relevant clause in the Brochure.

Please note for all future reference your Application Serial no. is _____

Signature:

Designation:

(Head of Division/Region/Territory)

**List of Applicants found ineligible for contract of Service Provider
(Based on Non Rectifiable deficiencies)**

Name of Divisional/ Territory/ Regional Office:

Name of Location: _____

Name of District: _____

S. NO.	Name Of Applicant	Application No	Reasons why applicant is not eligible

Date: _____

Signature with date Member - I Signature with date Member – II Signature with date Member - III

Name & Designation

Name & Designation

Name & Designation

Signature with Name & Designation of Divisional/Regional/Territory Head

One or more of the following can be the reasons for candidate not being found eligible for the advertised COCO Location

- a. Age on the date of application is less than 21 completed years or more than 60 years.
- b. Does not have the required educational qualification of 10th Pass.
- c. Not an Indian Citizen
- d. Not a Resident of India as per IT rules.
- e. Non-Availability of Liquid assets of minimum Rs.15 lakhs.
- f. Affidavit as per Appendix III not attached
- g. Affidavit as per Appendix I is not attached wherever applicant's own funds are less than Rs. 15 lakhs.

The above is indicative and not exhaustive.

List of Applicants found ineligible due to deficiencies for Selection of Service Provider at COCOs (Based on rectifiable deficiencies – can become eligible by removing deficiencies) / Applicants found eligible but document submitted is not in line with claim of applicant in the application

Name of Divisional / Territory / Regional Office: _____

Name of Location: _____

Name of District: _____

S. No.	Name of Applicant	Application No.	Rectifiable deficiencies Observed

Date: _____

Signature with date Member - I Signature with date Member – II Signature with date Member - III

Name & Designation

Name & Designation

Name & Designation

Signature with date

Name & Designation of Head of Divisional / Territory / Regional Office

Deficiencies may be any of the following (The list is indicative and not exhaustive)

1. Photograph not pasted on the application.
2. Application not signed at the end after declaration.
3. Application fee as applicable not enclosed.
4. Enclosed application fee less than required amount.
5. Enclosed defective instrument (DD/PO) towards application fee
6. Not stated any particular clause in the affidavit or affidavit not as per format or Affidavit not submitted.
7. Though applicant is eligible as per application, the document submitted is not in line with claim of applicant

Annexure– V B

Format of Letter to Applicants found Ineligible based on rectifiable deficiencies / Applicants found eligible but document submitted is not in line with claim of applicant in the application

(Applicants as per Annexure – V A)

(On the Letterhead of OMC)

Registered Post / Speed Post

Ref:

Date:

To,

Subject: Application for award of COCO Service Provider at _____ District _____ advertised on _____

Dear Sir,

Please refer to your application (serial number _____) on the subject.

You are requested to submit the following details / documents to our office at above-mentioned address:

1. _____
2. _____

In case you do not comply with the above by _____ (date), your application will be treated as ineligible / evaluation will be done as per documents submitted with your application

Thanking you.

Yours faithfully

For (Name of OMC)

(Signature & Name with designation of Divisional / Territory / Regional Manager)

Applicants should be asked to submit the following in case they are missing / incomplete /not as per format. (This list is indicative and not exhaustive)

- a. Photograph not pasted on the application. Please come in person with photo identity card issued by any Government agency and bring a passport size photograph for affixing on the application.
- b. Application not signed at the end, after declaration. Please come in person with photo identity card issued by any Government agency to sign your application as required.
- c. You have not enclosed application fee _____. You are requested to send Demand Draft in favour of "_____ (name of Oil Company)" for the amount of Rs. _____ towards the application fee .
- d. You have enclosed application fee of Rs. _____ which is less than required application fee of Rs. _____. You are requested to give an additional Demand Draft for balance amount of Rs. _____ towards the balance application fee.
- e. You have enclosed defective instrument (DD/PO) towards application fee of Rs. _____. You are requested to replace the defective instrument (DD/PO) with a correct one towards the application fee.
- f. You have not stated _____ as required in the affidavit. You are requested to submit a fresh affidavit as per the format enclosed.
- g. Letter of consent from family members for Finance not attached as Affidavit as per format
- h. You have not submitted documents / submitted insufficient documents in support of your claim made in application with respect to age / educational qualification / financial capability in terms of liquid assets.

List of Applicants found ineligible for COCO Service Provider

(After receipt of responses for rectification of deficiencies Or Based on Nil response to letter for rectification of deficiencies)

Name of Divisional / Territory / Regional Office: _____

Name of Location: _____

Name of District: _____

S. No.	Name of Applicant	Application No.	Reason why applicant is NOT found eligible

Date: _____

Signature with date Member - I Signature with date Member – II Signature with date Member - III
Name & Designation Name & Designation Name & Designation

Signature with date

Name & Designation of Head of Divisional / Territory / Regional Office

One or more of the following can be the reasons for candidate not being found eligible for Service Provider for the COCO Location _____.

- a) Has not responded during the given time period.
- b) Has not provided necessary documents / instruments for rectifiable deficiencies intimated as per Annexure V B
- c) Has again provided insufficient/defective documents/ instruments in support of the defect intimated as per Annexure V B

The above is indicative and not exhaustive.

Annexure – V D

List of Applicants found eligible for Selection of COCO Service Provider

(After rectification of deficiencies as intimated vide Annexure VB)

Name of Divisional / Territory / Regional Office: _____

Name of Location: _____

Name of District: _____

S. No.	Name of Applicant	Application No.

Signature with date Member - I

Signature with date Member – II

Signature with date Member - III

Name & Designation

Name & Designation

Name & Designation

Signature with date

Name & Designation of Head of Divisional / Territory / Regional Office

Annexure – VI

List of Applicants Found Eligible for Selection of Service Provider
(As per original application)

Name of Divisional / Territory / Regional Office: _____

Name of Location: _____

Name of District: _____

S.NO.	Name of Applicant	Application No

Signature with date Member - I Signature with date Member – II Signature with date Member - III

Name & Designation

Name & Designation

Name & Designation

Signature with date

Name & Designation of Head of Divisional / Territory / Regional Office

Annexure - VII

Format of Letter to Applicants found ineligible as per Annexure – V& VC

(On the Letterhead of OMC)

Registered Post / Speed Post

Ref: No.

Date:

To,

Subject: Application for award of contract for Service Provider at _____ (Name of COCO location) District _____, Advertised on _____ / nominated by DGR / Rajya Sainik Board (giving reference of our letter to the applicant requesting to submit application)

Dear Sir,

1. Please refer to your application received by us as Application No. _____ on the subject.
2. We regret to inform you that your candidature has not been found to be eligible for award of contract of Service Provider for _____ (name of COCO location) at _____, Dist _____ as _____ (specific deficiency/reason to be mentioned).
3. In case you have any grievance against the rejection of your candidature as mentioned above, you may make your representation within 10 days from the date of this letter.

Thanking you,

Yours faithfully
For (Name of OMC)

(Signature & Name with designation of Divisional / Territory / Regional Manager)

Annexure – VIII

Call Letter for the Interview for Selection of Service Provider as per Annexure – VD & VI

On Letter Head of Divisional/Territory/Regional Office

Registered Post / Speed Post

Ref: No.

Date:

To,

**Subject: Application for award of contract for Service Provider for our COCO RO at
_____ District _____**

Please refer your application received by us for award of above-mentioned contract for Service Provider.

We are pleased to inform you that you have qualified for the interview for the subject contract. You are requested to be present personally along with all original certificates / documents and a photo identity card issued by any government department, at _____ AM / PM on _____ at the following address:

Please note:

1. The Oil Company will not reimburse any expenses incurred by you for attending the subject interview.
2. Request for change in date and time of the interview will not be entertained.
3. Request for authorizing and/or sending representative for the interview process will not be entertained.

Yours faithfully

for (Name of OMC)

Signature & Name of officer with Designation

Annexure – IX

Attendance Sheet of Eligible Applicants Present for Interview for Selection of Service Provider

Name of Divisional/ Territory/ Regional Office: _____

Date of Interview: _____

Place of Interview: _____

Name of Location: _____

Name of District: _____

S. No.	Name of Applicant	Application No.	Signature

Signature of Officer
Name & designation

Format for Declaration of Merit Panel

On the Notice Board

**Name of the OMC
(Address)**

Name of Divisional / Territory / Regional Office:

**SUB : DECLARATION OF MERIT PANEL (PROVISIONAL)
FOR SELECTION OF SERVICE PROVIDER**

Name of Location: _____

Name of District: _____

Interview for selection of Service Provider for the above location was held on _____ (date) at the venue _____ at _____ (time) AM / PM.

The provisional merit panel after the interview is declared as under:

S. No.	Name of Applicant	Application No.	Total Marks Scored	Rank

* In case there is no eligible candidate for the above location then the result will be declared as "No candidate found suitable"

(Signature & Name with designation of Divisional / Territory / Regional Manager)

Date: _____

Format for Detailed Marks Sheet by AOSC L1 Committee

**Name of the OMC
(Address)**

Name of Divisional / Territory/ Regional Office:

**SUB :AOSC L1 COMMITTEE MARK SHEET
FOR SELECTION OF SERVICE PROVIDER**

Name of Location: _____

Name of District: _____

Interview for selection of Service Provider for the above location was held on _____ (date) at the venue _____ at _____ (time) AM / PM.

The marks allotted to candidates are as below:

Name of Candidate	Age	Educational Qualification	Financial capability : Max marks for Rs.15 Lakhs - 25	Total marks scored by the candidate	Remarks
	Max (25)	Max (25)	Max (30)	Max (80)	

(Signature & Name with designation of 3 member AOSC L1 Committee)

Date: _____

Format for Detailed Marks Sheet L2 Committee

(to be sent by e-mail by respective L2 committee members)

**Name of the OMC
(Address)**

Name of Divisional / Territory/ Regional Office:

**SUB :L2 COMMITTEE MARK SHEET
FOR SELECTION OF SERVICE PROVIDER**

Name of Location: _____

Name of District: _____

Interview for selection of Service Provider for the above location was held on _____ (date) at the venue _____ at _____ (time) AM / PM.

The marks allotted to candidates are as below:

Name of Candidate	Personal Interview			Total marks scored by the candidate	Remarks
	TOTAL MARKS – 20				
	Buisness Environment	Work Experience, Communication skill, Presentability, etc.	Customer Service		
	Max (10)	Max (5)	Max (5)	Max (20)	

(Signature & Name with designation of member of L2 Committee)

Date: _____

***this annexure to be signed and scanned and sent to Head Division / Region / Territory**

Format for Average Marks Sheet L2 Committee

**Name of the OMC
(Address)**

Name of Divisional / Territory/ Regional Office:

**SUB :L2 COMMITTEE AVERAGE MARK SHEET
FOR SELECTION OF SERVICE PROVIDER**

Name of Location: _____

Name of District: _____

Interview for selection of Service Provider for the above location was held on _____ (date) at the venue _____ at _____ (time) AM / PM.

The average marks allotted to candidates (based on the individual evaluation by L2 committee members) are as below:

Name of Candidate	Personal Interview			Total marks scored by the candidate	Remarks
	TOTAL MARKS – 20				
	Buisness Environment	Work Experience, Communication skill, Presentability, etc.	Customer Service		
	Max (10)	Max (5)	Max (5)	Max (20)	

(Signature & Name with designation of Divisional / Territory / Regional Manager)

Date: _____

**Format for Detailed Marks Sheet
On the Notice Board**

**Name of the OMC
(Address)**

Name of Divisional / Territory/ Regional Office:

**SUB : MARK SHEET (PROVISIONAL)
FOR SELECTION OF SERVICE PROVIDER**

Name of Location: _____

Name of District: _____

Interview for selection of Service Provider for the above location was held on _____ (date) at the venue _____ at _____ (time) AM / PM.

The marks allotted to candidates are as below:

Name of Candidate	Age	Educational Qualification	Financial capability : Max marks for Rs.15 Lakhs - 25	Personal Interview			Total marks scored by the candidate	Remarks
				TOTAL MARKS – 20				
				Buisness Environment	Work Experience, Communication skill, Presentability, etc.	Customer Service		
	Max (25)	Max (25)	Max (30)	Max (10)	Max (5)	Max (5)	Max (100)	

* In case there is no eligible candidate for the above location then the result will be declared as "No candidate found suitable"

(Signature & Name with designation of Divisional / Territory / Regional Manager)

Date: _____

To be sent by Regd. AD / Speed Post

Format for intimation of results to the selected candidate after Selection Process

Letter Head of the OMC

Ref No:

Date:

Dear Sir / Madam,

SUB : RESULT OF INTERVIEW FOR CONTRACT OF SERVICE PROVIDER

Name of Location: _____

Name of District: _____

We are pleased to inform you that based on your application and the interview held on _____ (date) at the venue _____, for selection of Service Provider for the above location, you have been declared as selected for the same.

This is only a preliminary intimation towards your selection for award of contract for Service Provider. However, the award of the contract is subject to compliance of terms and conditions of the Corporation in this regard.

Signature :

Name:

Head of Divisional / Territory / Regional Office.

Format for Verification of Documents of First Empanelled Candidate (before seeking approval to issue LOI)

Paste
Photograph of
the selected
candidate.
Verify signature
and identity
identity

- 1) Name of COCO Location _____ District _____ State _____
- 2) Date of advertisement _____
- 3) Full name of the Individual selected Applicant _____ son/daughter/wife of _____
- 4) Application Form No. _____
- 5) Residential Address _____ (with reference to valid address proof
- Voter ID Card, Ration Card, Passport, Aadhar Card.)
- 6) The information/statements made in application by the selected candidate against each item has been verified as under: -

Item No	Particulars to be verified	Documents to be verified	Documents provided by the applicant Yes/No.	Information given in the application is verified with original document and found correct/incorrect-Remark
A	B	C	D	E
1	Date of Birth as per 2.1 of application	Proof of age : 10th standard Board Certificate / Secondary School Leaving Certificate / Birth Certificate / Passport / PAN Card / Aadhar Card / Voter Identity Card issued by Election Commission.		
2	Educational Qualification as per 2.4 of application	Original certificate of qualification		
3	Finance Details as per 3.1 a of application	Savings bank account in bank/ post office as on the date of application in the name of applicant and members of "family unit"		
4	Finance Details as per 3.1 b of application.	Free and un-encumbered Fixed Deposits in Banks, Post Office, Listed Companies / Government Organisation / Public Sector Undertaking of State and Central Government, Kisan Vikas Patra, NSC (Redemption value of the instruments as certified by Chartered Accountant)		

5	Finance Details as per point 3.1 c of application	Free and un-encumbered Bonds, Shares of Listed Companies in demat form and Listed Mutual Funds (Certificate from a Chartered Accountant / Depository Participant certifying the market value based on NAV on last working day of previous month of application for mutual funds. For shares of listed companies in demat form, the market value on last working day of previous month of application to be considered). For these Funds only 60% of the value as certified by the chartered accountant / Depository Participant to be given..		
---	---	---	--	--

The supporting documents given in the application has been verified with the originals and the comments as applicable are given above.

In case any other information given in the application is found to be in variance from your findings, please give particulars

Any Other remarks:

Committee Member –I

Committee Member –II

Signature with Name & Designation

Signature with Name & Designation

Name & Signature of Empaneled Candidate:

Note:

1. The committee should verify the supporting documents as above mentioned in the application by the empaneled candidate. The committee should verify the documents with the originals given along with the application and endorse the copies submitted along with the application / attached copies of the original documents, stating that "verified with original and found correct." In case selected candidate is unable to produce supporting documents for the information given in the application, it should be brought out clearly in column 'E' above.
2. In case of complaint on any discrepancy / inconsistency, further probe would be done which may include verification of authenticity of the documents / claim of applicant from competent authority/agency.
3. The Committee should sign all the pages of the verification report including the supporting documents taken from the candidates.

**Format for letter to be sent to Applicants in case of
Application received after Cut-off Date and time / Application
Received in Open Condition**

Registered Post / Speed Post

Ref No:

Date:

To,

Dear Sir,

**Sub: Application for appointment of Service Provider at COCO RO at _____
District _____**

We enclose herewith the envelope containing your Application for appointment as **Service Provider** at _____ with contents unopened as the same has been received on _____ i.e., after cut-off date and time.

The same is being returned as mentioned in the guidelines / brochure hosted in the Corporation's Website.

Or

We enclose herewith the envelope containing your Application for appointment as **Service Provider** at _____ with the contents including the DD/PO no. _____ for Rs. _____ as the same has been received after cut-off date and time.

The envelope had to be opened to note the sender's address, as the same was not stated on the envelope / The envelope containing the application was received in open condition.

The envelope along with the contents is being returned herewith as mentioned in the guidelines / brochure hosted in the Corporation's Website.

Thanking you,

Yours Faithfully

For Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd.

Divisional / Territory / Regional Manager

Annexure - XIII

**Format for Acknowledgement of Application Received
By Hand Delivery**

Ref:

Date:

We acknowledge receipt of a sealed envelope super scribed "Application for Service Provider for Location _____" from Shri / Smt / Kum. _____ by hand delivery on _____ (date).

This acknowledgement is issued without verification of contents.

Signature:

For Divisional / Territory / Regional Manager

LETTER OF INTENT

On OMC letter head

Ref:

Date :

To

Shri / Smt _____

Dear Sir / Madam,

Sub: Proposed award of contract for Service Provider for COCO Retail Outlet at Location:
_____, **District:** _____ **State:** _____

We refer to our advertisement dated _____ /our letter Ref. _____ dated _____
(For DGR nominees) for the award of contract for Service Provider for our COCO RO at the above
location and the subsequent interview held at _____ on _____ (date) /
completion of selection process.

Please be informed that by this Letter of Intent, we propose to award contract of Service Provider
for operating our COCO Retail outlet at the above location on the following terms & conditions:-

1. You will arrange for requisite manpower as per the requirement of Corporation for operation
of the subject COCO Retail Outlet and ensure compliance of applicable statutory
guidelines/laws with regard to engagement of manpower like ESI,PF etc.
2. You will provide Bank Guarantee of Rs. _____ (Rs. In words) from a schedule bank
within 30 days of this letter.
3. You will arrange for necessary Registrations and obtain the requisite Licenses from the
Statutory Authorities which are required for operation of the COCO Retail Outlet

4. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:-
 - a) If it is found that you have suppressed and / or misrepresented any material facts in your application.
 - b) In case you are found to be convicted for any criminal / economic offence involving moral turpitude.
5. This is merely a letter of intent and is not to be construed as Contract for Service Provider. You will be awarded the contract upon complying with the terms and conditions spelt out herein above by issuance of appointment letter along with signing of our standard agreement between you and us

Should you require any further details / guidance, please get in touch with our office at the address mentioned below:

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully

For _____ (OMC Name)
Duly Constituted Attorney

AKNOWLEDGEMENT

I hereby accept this Letter of Intent with all the terms and conditions stipulated therein. I hereby further confirm that I / members of my "family unit" do not hold any RO dealership/SKO-LDO Dealership/LPG distributorship / service provider / contractor-ship for COCO operation and have not received any letter of Intent for any other Dealership/distributorship / Service Provider (or contractor) for operation of COCO of any Oil Company (PSU as well as private) or in partnership with any other individual. I hereby also undertake not to accept any other Letter of Intent from any Oil Company. I hereby also confirm that neither me nor any member of my "family unit" is an employee or a retired employee of any Oil company.

Place:

Signature:

Date:

Name:

LETTER OF APPOINTMENT

On OMC letter head

Ref:

Date :

To

Shri / Smt _____

Dear Sir / Madam,

Sub: Contract for Service Provider at COCO Retail Outlet at Location : _____,

District: _____ **State:** _____ **Customer / SAP Code** _____

We refer to our Letter of Intent of Ref. _____ dated _____ for the award of contract for Service Provider of COCO Retail Outlet at the above location and your acceptance to all the terms and conditions mentioned therein.

We have pleasure in offering you contract of Service Provider for our COCO Retail Outlet at location _____ with effect from _____.

We are enclosing copy of executed Service Provider contract Agreement along with this letter.

We, inter alia, give below, for your guidance, some of the terms and conditions :

1. Subject to the terms and conditions in the Service Provider contract Agreement, the agreement shall be deemed to have commenced with effect from _____ and shall remain in force for a period of 1/3 years from the date and the Corporation at its sole discretion may however, renew and / or extend the validity period of the agreement for such further period and on such terms as may be deemed fit by this Corporation. Notwithstanding anything contained in this clause, the appointment of Service Provider contract can be terminated by us before the expiry of the period, as mentioned herein, of the extended period, as the case may be, in terms and conditions of the aforesaid enclosed Agreement.

We acknowledge receipt of the following:-

Bank Guarantee of Rs. _____, drawn from _____ Bank and valid till _____ (date).

This Bank Guarantee would be returned after expiry of the Service Provider Agreement. The Corporation reserves its rights to adjust any payment that may be due to it by revoking this Bank Guarantee at the time of termination of this agreement / expiry of the agreement.

2. **TERMS OF PAYMENT:** All payments (salary / bonus etc) to manpower positioned by you for the operation of the subject COCO Retail Outlet will be required to be made by you through e-payment into their respective bank account
3. **LICENSES AND REGISTRATION:** Please get the necessary Registrations completed and obtain the requisite Licenses from the Statutory Authorities which are required for operation of the COCO Retail Outlet.
4. The subject appointment will also be governed by all terms and conditions of the Service Provider Agreement executed between you and the Corporation hereafter.

Thanking you,

Yours faithfully,

For _____ (OMC Name).

Duly Constituted Attorney

AKNOWLEDGEMENT CUM UNDERTAKING

I hereby accept this Letter of Appointment. I hereby further confirm that I / members of my "family unit" do not hold any RO dealership/SKO-LDO Dealership/LPG distributorship / service provider / contractor-ship for COCO operation and have not received any letter of Intent for any other Dealership/distributorship / Service Provider (or contractor) for operation of COCO of any Oil Company (PSU as well as private) or in partnership with any other individual except for the subject COCO. I hereby also undertake not to accept any other Letter of Intent from any Oil Company. I hereby also confirm that neither me nor any member of my "family unit" is an employee or a retired employee of any Oil company.

(Note: Affidavit as per Appendix III to be obtained at the time of issuance of LOA)

Place:

Signature:

Date:

Name:

RATE SCHEDULE

A. MANPOWER REQUIREMENT/COMPENSATION & REMUNERATION:

The manpower for day to day operations will be provided by the Service Provider as per requirement given by concerned Divisional Retail Sales Manager / Regional Manager / Territory Manager of OMC.

B. For the purpose of arriving at minimum wages, the operating staff will be categorized as follows:

S.No.	Type of manpower	Category
(i)	Cashiers, Fore-court Managers, Managers	Skilled
(ii)	Driveway Pump Attendants	Semi-Skilled
(iii)	Air boys, Windscreen boys, Housekeeping boys	Unskilled
(iv)	Security guards	Unskilled / As per DGR / Sainik Board Rates

C. Remuneration & Incentives :

- ✓ Fixed lumpsum amount per month: Rs.30000/- per month.
- ✓ Incentives :

Slab	Volume (KLPM)	Incentive/ KL	Comments
1	Upto 100 KL	NIL	
2	Beyond 100 KL & ≤ 175 KL	Rs.75/-	Rs.75/- per KL on volume above 100 KL
3	Beyond 175 KL & ≤ 250 KL	Rs.100/-	Rs.100/- per KL on volume above 100 KL
4	Beyond 250 KL & ≤ 350 KL	Rs.125/-	Rs.125/- per KL on volume above 100 KL
5	Beyond 350 KL & ≤ 450 KL	Rs.150/-	Rs.150/- per KL on volume above 100 KL
6	Beyond 450 KL & ≤ 600 KL	Rs.75/-	Incentive applicable upto 450 KL + Rs.75/- per KL for volume above 450 KL
7	Beyond 600 KL	Rs.50/-	Incentive applicable upto 600 KL + Rs.50/- per KL for volume above 600 KL

Note: Sales would mean supplies to the COCO during the month

D. Payment will be reimbursed to the Service Provider for actual manpower provided as per minimum wages as applicable for different categories along with Provident Fund at applicable rate, ESIC, Gratuity, Bonus, Service Tax and any other statutory payment duly certified by the officer of the corporation.

- All expenses for running the retail outlet would be borne by the concerned OMC including Electricity, Water, Telephone, Stationery, Staff Uniform, etc.

- Reimbursement of cost incurred in providing BG at actual on producing necessary documentary evidence by OMC.
 - Where ever the sales proceeds are deposited in the bank account of the COCO service provider and later on transferred to Oil Company's account, the bank charges for cash counting/handling would be reimbursed to the Service Provider based on documentary proof.
- E. Product Loss** on account of evaporation and handling losses upto 0.59 % in MS and 0.15 % in HSD of total actual sales made at the outlet will be absorbed by OMCS. Any losses beyond the ceiling as mentioned above will be borne by the Service Provider and the same would be adjusted / recovered by OMCs on a monthly basis. The losses on month to month basis will be calculated based on the actual sales volume and the prevailing **retail selling price** of the outlet.
- F. Reimbursement for handling charges for Auto LPG / CNG sales to Service Provider:**
- a) Payment to be reimbursed to Service Provider for actual manpower provided for handling Auto LPG / CNG as per requirement of OMC, in addition to the manpower provided for handling MS & HSD.
 - b) The Service Provider would be required to provide additional BG considering Auto LPG / CNG also in addition to MS & HSD.
 - c) Auto LPG / CNG sales would be clubbed with MS & HSD sales for making Fixed Lump sum payment for rendering service at COCO and slab wise variable incentives.
 - d) Concerned Divisional Manager / Territory Manager / Regional Manager would be responsible for collection of BG for Auto LPG / CNG also. DRSM/TM/RM would ensure proper allocation of BG to different credit control area i.e. for MS&HSD/Auto LPG/CNG.

Annexure - XVII

GENERAL TERMS & CONDITIONS

1. The Service Provider will ensure observance of all given instructions from time to time with regard to Quantity and Quality Control, day to day operation, safety etc.

2. Maintenance of the Outlet and Equipment shall be responsibility of the Corporation while Service Provider will be responsible for proper and safe upkeep, cleanliness and house-keeping of the outlet.
3. Service provider will provide services for efficient operation of COCO and will ensure deployment of manpower, as given in writing from time to time, as per Corporation's requirement.
4. Service Provider will provide services at dispensing units, free air facility, cash accounting, card swiping, other approved digital mode of payments and accounting of the COCO.
5. The Service Provider will ensure depositing sales proceeds in designated bank account of the Corporation and will provide proof of same to the Corporation on day to day basis. In case where no designated bank account is available, the sales proceeds will be deposited with the Corporation by way of e- transfer/ RTGS / any other mechanism as advised by Corporation in writing
6. The service provider will also provide assistance in maintenance of various records/ returns, as per instructions from time to time.
7. Assisting in each shift for tank lorry unloading / decanting, checking of water dip, opening stock of all the products including MS, HSD, branded fuels, grade wise lubricant etc. Any abnormal loss, damage to the property arising out of improper supervision / non compliance of instructions will be the sole responsibility of the Service Provider.
8. Providing services for safety of dispensing unit and other equipments positioned at ROs with the help of fire extinguisher, water and sand etc.
9. All manpower positioned for execution and supervision of above works mentioned should be courteous and there should not be any complaint from the customers.
10. The Service Provider records are liable for scrutiny and inspection by Officers of Corporation. In case of non production of records, the contract can be terminated by the Corporation

ANNEXURE - XVIII

LETTER TO BE ADDRESSED TO THE COMPLAINANT FOR SUBMISSION OF DOCUMENTARY EVIDENCE TO SUBSTANTIATE COMPLAINT

Registered Post / Speed Post

Ref. No.:

Date:

To,

Dear Sir,

**Sub: Contract for Service Provider at COCO RO location _____
District _____**

We write with reference to your letter ref. _____ dated _____ on the above subject.

We notice that you have not submitted the requisite complaint fee of Rs. 5000/- . You are, therefore, requested to submit the requisite fee of Rs. 5000/- within 20 days from the date of this letter. Please note that if requisite fee is not submitted, the complaint shall not be considered for further action.

And / Or

You are hereby requested to submit supporting documents, if any, to substantiate the points mentioned in your letter within 20 days from the date of this letter.

Please note that if on investigation, complaint is found to be false and / or without substance, the Oil Company (Name of the OMC) reserves the right to take action against the complainant as provided under the law including forfeiture of fee submitted.

OR

Your complaint has been received after 30 days of declaration of result. Hence, we are unable to investigate the complaint as per our guidelines. The complaint along with its enclosures are being returned herewith.

Thanking you,

Yours faithfully,
for OMC
Divisional / Territory / Regional / Manager

**LETTER TO BE ADDRESSED TO THE COMPLAINANT IN CASE
COMPLAINT IS NOT SUBSTANTIATED**

REF NO: Registered Post / Speed Post

DATE:

To,

Dear Sir,

**Sub: Contract for Service Provider at COCO RO location
_____ District _____**

We write with reference to your letter ref. _____ dated
_____ on the above subject.

We have examined your grievance / complaints / allegations mentioned in your aforesaid letter and do not find any merit in the same as you have not substantiated or provided any specific and verifiable facts. Hence, your complaint is being filed and the matter is treated as closed. The complaint fee remitted by you is forfeited.

OR

We have carried out investigation into the grievance / complaints / allegations mentioned in your aforesaid letter and our comments are as under (the letter should be a speaking order referring to each allegation made in the complaint by the complainant):-

- 1.
- 2.
- 3.

Our investigation, as mentioned above, reveals that the grievance/complaints/allegations made by you have not been found factually correct. Hence, your complaint is being filed and the matter is treated as closed. The complaint fee remitted by you is forfeited.

Thanking you,

Yours faithfully,
for OMC
Divisional / Territory / Regional / Area Manager

**LETTER TO BE ADDRESSED TO THE COMPLAINANT IN CASE
COMPLAINT IS SUBSTANTIATED**

Registered Post / Speed Post

Ref. No.:

Date:

To,

Dear Sir,

**Sub : Contract for Service Provider at COCO RO location
_____ District_____**

We write with reference to your letter ref. _____ dated
_____ on the above subject.

We have carried out investigation into the grievance / complaints / allegations mentioned in your aforesaid letter and our comments are as under:-

- 1.
- 2.
- 3.

We shall initiate necessary action in this regard as per our Guidelines shortly. Please find enclosed a Cheque No. _____ dated _____ drawn on _____ for Rs.5000/- (Rupees Five thousand only) towards refund of your complaint fee.

Thanking you,

Yours faithfully,
for OMC
Divisional / Territory / Regional / Area Manager

Appendix - I

Notarized Affidavit for offer of finance by members of 'Family unit'

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)
(To be given by the family member as defined in eligibility criteria other than applicant, for Finance)

I _____ Son/daughter/wife of _____
age _____ years resident of _____ do hereby solemnly affirm and say as under:-

That I am unmarried and my father* /mother* /unmarried brother* / unmarried sister* (Shri / Smt / Kum) _____ (name) has applied for Service Provider contract of IOC* / BPC* / HPC* COCO at _____ (location), dist '_____' against the advertisement appeared in _____ newspaper dated _____ / letter dated _____ received from IOC* / BPC* / HPC* against nomination by DGR / Rajya Sainik Board / Zilla Sainik Board.

OR

That I am married and my unmarried son*/ unmarried daughter* / wife* / husband* (Shri / Smt / Kum) _____ (name) has applied for Service Provider contract of IOC*/BPC*/HPC* COCO at _____ (location), dist '_____' against the advertisement appeared in _____ newspaper dated _____ / letter dated _____ received from IOC* / BPC* / HPC* against nomination by DGR/ Rajya Sainik Board / Zilla Sainik Board.

* Strike off whichever is not applicable.

That in case he/she is selected for the contract of Service Provider, I will provide financial assistance to the extent of Rs. _____ lakhs, which I hold in my name, and which is mentioned at Clause no. 3.1 of the application form submitted by (Shri / Smt / Kum) _____ for contract of Service Provider of IOC* / BPC* / HPC* at _____

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.

Signature

Name of Deponent and
Relationship with applicant

Solemnly affirmed and declared before me

This _____ day of _____

Signature and Seal of
Magistrate/Judge/Notary Public

APPLICATION FORM
APPLICATION FOR ENGAGEMENT OF A SERVICE PROVIDER FOR
PROVIDING SERVICES FOR CORPORATION OWNED CORPORATION
OPERATED RETAIL OUTLET

Passport Size
Photograph
with specimen
signature on
the photograph

Location _____ Rev. Distt. _____ State _____

Advertised on (Date) in (Name of Newspaper) by OMC (Name of Oil Company) / (IOC / BPC / HPC) letter dated (DD/MM/YYYY) asking for submission of application against nomination by DGR / Rajya Sainik Board

1. Applicant Details:

1.1 Name (in Block Letters): Mr./Mrs./Ms.

1.2 Address:

_____ PIN: _____ Telephone No.: _____

E-Mail Address: _____ Mobile No: _____

2. Standard affidavit: Enclose affidavit as per Appendix - III

2.1 Date of Birth: _____ (Proof to be attached)

2.2 Father's / Husband's Name:

2.3 Citizenship/ Residential Status: Citizen of India / Resident of India
as per IT Rules

2.4 Educational Qualifications: _____ (Proof to be attached)

2.5 PAN No.: _____ (Proof to be attached)

2.6 Last Rank Held: _____(Proof to be attached)
(For nominees of DGR / Rajya Sainik Board)

2.7 It is confirmed that I am eligible to apply for Service Provider Contractorship and meet multiple dealership norm as per the sr. no 3 & 5 of Appendix 'III' enclosed.

3. Finance Details:

3.1 Details of liquid Assets: Give details of source of funds:

Finance (Please read Clause no. 5.2 of Brochure before providing the information below) (Please attach copies of relevant supporting documents / certificates as applicable)						
a. AMOUNT IN SAVINGS BANK ACCOUNT IN BANK/ POST OFFICE as on the date of application in the name of applicant and members of "family unit". Attach notarized affidavit as per format given in Appendix - I from member(s) of 'family unit'.						
S. N.	Name of Bank	S.B. A/c. No	Name of Account Holder	Relationship with Applicant **	Amount in Rs. as on date of application	
TOTAL AMOUNT (in Rs.)						
TOTAL AMOUNT IN WORDS (in Rs.)						
b. Free and un-encumbered Fixed Deposits in Banks, Post Office, Listed Companies / Government Organisation / Public Sector Undertaking of State and Central Government, Kisan Vikas Patra, NSC (Redemption value of the instruments as certified by Chartered Accountant will be considered. Certificate from Chartered Accountant to be attached.)						
S. N.	Type of Financial instrument - FD / NSC / KVP, etc.	Reference Number with date	Name(s) of the holder	Relation with applicant **	Initial investment Amount	Redemption Value (Amount in Rs.)
TOTAL AMOUNT (in Rs.)						
TOTAL AMOUNT IN WORDS (in Rs.)						
c. Free and un-encumbered Bonds, Shares of Listed Companies in demat form and Listed Mutual Funds (Certificate to be enclosed from a Chartered Accountant / Depository Participant certifying the market value based on NAV on last working day of previous month of application for mutual funds. For shares of listed companies in demat form, the market value on last working day of previous month of application to be considered). For						

these Funds only 60% of the value as certified by the chartered accountant / Depository Participant to be given.							
S. N.	Type of Financial instrument - Bonds / Shares / MF	Reference Number with date	Name(s) of the holder	Relation with applicant **	Initial investment Amount	Certified Value (Amount in Rs.)	60% of the certified value
TOTAL AMOUNT (in Rs.)							
TOTAL AMOUNT IN WORDS (in Rs.)							

TOTAL AMOUNT (in Rs.) (a+b+c)	
TOTAL AMOUNT IN WORDS (in Rs.) (a+b+c)	

** Please qualify the relationship "Unmarried brother", "Unmarried sister", "Unmarried son", "Unmarried daughter", "Father", "Mother", "Spouse" etc. wherever necessary.

Note: The funds mentioned above should be available with the applicant as on the date of application.

3.2 Copies of current registration with E.P.F. and E.S.I.C. (if available) to be enclosed.

4. Application Fee:

DEMAND DRAFT / PAY ORDER NO. _____ dated _____ for Rs. _____ drawn on _____ (state Bank's name) in favour of Indian Oil Corporation Limited / Bharat Petroleum Corporation Limited / Hindustan Petroleum Corporation Limited payable at _____ is enclosed.

5. Undertaking:

I undertake to produce Originals of all the attachments enclosed with this application at the time of verification of documents and whenever called for and I am aware that in the event I fail to produce the Originals, my application for service provider will be disqualified.

That, if selected, I undertake that I will furnish a Bank Guarantee of required value as per the policy of Corporation. I understand that the subject contract is for providing services during the period of contract. As per terms of contract

I will have no claim whatsoever on getting dealership for the subject COCO location.

I,

_____ hereby certify that the information given above is true to the best of my knowledge and belief. Any wrong information / suppression of facts will disqualify me from being considered for the service provider.

Place: _____

Signature

Date: _____ (Name in block letters)

NOTE : Affidavits to be enclosed in original. In respect of all other certificates / documents, duly self attested Photo copy / True copy ONLY need be attached along with the application. However, originals of all these will have to be brought at the time of verification of documents and if called for.

Encl : Total of _____ no. of documents with this application.

Encl : Checklist for supporting documents /affidavits etc. as per **Appendix - IV** is to be filled in and attached on top of application form.

Appendix - III

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

I, _____ son / daughter / wife of _____ Age _____ years residing at _____, applying for the COCO location _____, District _____, State _____ do hereby solemnly affirm and say as under :

2. That I am an Indian Citizen and a resident of India as per IT rules.
3. That I am unmarried. That neither I nor my Father, Mother, unmarried brother(s), unmarried sister(s) have RO dealerships / SKO-LDO dealerships / LPG distributorships or hold Letter of Intent for RO dealerships / SKO-LDO dealerships / LPG distributorships of any Oil Company (PSU as well as Private Oil Co.) in individual capacity or in partnership with any other individual.

OR

That I am married. That neither I nor my spouse, unmarried son(s) / unmarried daughter(s) have RO dealerships/SKO-LDO dealerships /LPG distributorships/ or hold Letter of Intent for RO dealerships/SKO-LDO dealerships /LPG distributorships of any Oil Company (PSU as well as Private Oil Co.) .) in individual capacity or in partnership with any other individual .

4. I hereby also confirm that, neither I, nor any member of my "family unit" is an employee or a retired employee of any Oil company.
5. I hereby also confirm that neither I, nor any member of my "family unit" have service provider / contractor-ship for COCO operation or hold Letter of Intent for service provider / contractor-ship for COCO operation of any COCO of any Oil Company.

OR

That I, or member of my "Family unit" am/are holding the service provider / contractor-ship for operation of subject COCO.

6. That I have never been convicted by a Court of law for any criminal offence involving moral turpitude / economic offences.

7. I hereby confirm that I was never a signatory to a dealership / distributorship / contractor-ship for COCO operation agreement of any oil company, which was terminated for proven adulteration / malpractices.
8. That against item no. 3 of my application form with details of various sources of funds required for COCO Service Provider-ship has been furnished, I undertake that these funds will be made available for the purpose stated above. In case it is found that the same is not made available as and when required, the offer of contractor-ship, at any stage, can be withdrawn and that I will have no claim / damages whatsoever against the OMC (name of Oil Company).
9. That neither I nor any of my family members (family unit as defined in the case of multiple dealership norms) is owning the land, wholly or partly, on which the COCO Retail Outlet is constructed and for which I have applied for the selection as Service Provider.
10. I hereby verify that what has been stated above is true to the best of my knowledge and belief and nothing material has been concealed thereof. If any information/declaration given by me in my application or in any document submitted by me in support of application for the engagement of contractor for Service Provider or in this affidavit shall be found to be untrue or incorrect or false, Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. would be within its rights to withdraw the offer letter / terminate the contract for Service Provider (if already appointed) and that I would have no claim, whatsoever, against Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd. for such withdrawal / termination.

Signature of person making affidavit
(Name in block letters)

Solemnly affirmed and declared before me

This _____ day of _____

Signature and Seal of
Magistrate / Judge / Notary public

Appendix – IV

COVER NOTE OF APPLICATION: CHECK LIST OF DOCUMENTS SUBMITTED

Name of the COCO Location / District:

Name of Applicant:

S.N.	Document Particulars	Page No.		Submitted
		From	To	Yes / No / NA
1.	Attested copy of Certificate regarding Age			
2.	Attested copy of Certificate regarding Educational Qualification			
3.	Attested copy of certificate for last rank held (For Ex-Defence Officers applying against DGR / Rajya Sainik Board nominations)			
4.	Complete Filled Application Format with signature and photograph (with signature on photograph)			
5.	Affidavit as per Appendix-III			
6.	Attested copy of PAN Card			
7.	Attested copy of Photo Identity (Aadhaar / PAN card / Passport / Driving License / Voter id)			
8.	Attested document / affidavit regarding financial capability (liquid Assets) -			
	a. Fixed deposit/saving/etc			
	b. The finance / asset owned by the family unit - applicant providing a consent from the concerned member from the 'family unit' on notarised affidavit (Appendix-I) along with supporting documents to establish the capability.			
	c. Valuation certificates from chartered Accountant / Depository participant etc.			
10.	Application Fee - Demand draft in favour of "Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd./			

	Hindustan Petroleum Corporation Ltd." payable at specified location			
12.	Any other document			
	Total no. of pages attached			

Date: _____

Signature of applicant

COCO SERVICE PROVIDER AGREEMENT

SERVICE PROVIDER AGREEMENT FOR "COCO" RETAIL OUTLET

THIS AGREEMENT made this _____ day of Two thousand and _____ between _____ (Name of OMC) a company incorporated under the Indian Companies Act, 1956 and carrying _____ on _____ business at _____

hereinafter referred to as 'Corporation' (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the ONE PART and _____ son / daughter / wife of _____ residing at _____

_____ carrying on business as sole proprietor Under the name and style of M/s. _____ and having its office at _____ hereinafter referred to as 'SERIVCE PROVIDER' (which expression shall unless excluded by or repugnant to the context mean his/her heirs, executors and permitted assigns) of the OTHER PART

WHEREAS Corporation is having COCO Retail Outlet for the sale of Motor Spirit , High Speed Diesel and other petroleum products at _____ in the district/town of _____ in the State of _____ AND WHEREAS the Corporation is the owner / lessee of the plot of land and otherwise having right to use the said land (herein after collectively referred to as the "premises") and has installed at the said premises, buildings, improvements and the equipments (herein after called "the outfit").

AND WHEREAS the Corporation intends to engage the "Service provider" for providing various services at the said COCO Retail Outlet to be operated by the Corporation itself on the following terms and conditions:

-

1. The Corporation hereby appoints the Service provider for providing various services at the above referred COCO Retail Outlet with the objective of running the Retail Outlet through its officials in a smooth manner.
2. The Service provider hereby covenants and agrees with the Corporation as under:

- a) To provide all equipments and manpower required, for carrying of work assigned by the Corporation under this contract and to maintain and perform the jobs in a professional manner as mentioned in this agreement and as also detailed and provided for in the service standards attached herewith as **Annexure-1**.
- b) To employ required number of trained and qualified persons with required competency and skills as per the Manning norms laid down by the corporation and numbers as desired by the Corporation from time to time and its own cost. The list of such employees so employed by the Service provider shall be given to the Corporation and its approval shall be taken in advance. However, if any person were required to be employed at the retail outlet for temporary period the same would require Corporation's prior approval. Any change in deployment of manpower shall be notified immediately and Corporation's approval obtained.

The manpower so employed/deployed by the Service providers will not have any claim for the jobs at the COCO Retail Outlet or with Corporation at any time. There shall not be any existence of employer - employee relationship between the person employed by the Service provider and the Corporation and they shall always be the employees of the Service Provider for all purposes.

- c) To personally supervise the work of his employees and ensure that his employees, while on the premises of the Corporation, or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety and general discipline laid down by the Corporation or its officials and the Corporation shall be the sole judge as to whether or not he and / or his employees have observed the same.

- d) To ensure that his employees will not enter or remain on Corporation's premises unless absolutely necessary for fulfilling his obligations under this agreement.
- e) To comply with all Government Rules and Regulations regarding employment and proper working conditions of personnel, including various statutory facilities, shall be provided by the service provider. The service provider shall be responsible for any fines for non-compliance of any such statutory provisions and Rules framed there under.
- f) To be solely responsible for initiating any disciplinary action against the persons employed by the service provider for ensuring discipline and order at the work place and shall have the exclusive right to terminate the services of any of his employees.
- g) To be solely responsible for the payment of wages to staff employed by him for performing or for carrying out his obligations under this agreement and to abide by the Rules and Regulations as laid down in Payment of Wages Act, Minimum Wages Act, Payment of Bonus Act, Provident Fund Act, Shops & Establishment Act, Factories Act, The Employees State Insurance Act and all other applicable Labour Laws, rules and regulations made from time to time and the Corporation shall, in no event, be responsible / liable for acts of omission and commission including financial / legal or any other kind / pecuniary liabilities towards the employees and associates of the Service provider. The Service provider shall ensure suitable coverage under PF and ESI schemes of the person engaged by him in the separate PF/ESI code number held by him. The Service provider shall keep the Corporation and its officials indemnified against any such liabilities arising from proceedings initiated under various statutory provisions such as mentioned above.

- h) To be solely responsible for any compensation payable to their workmen under the Workmen's Compensation Act, 1923 and amendments thereto for injuries / death caused to the workmen and keep the Corporation indemnified from and against all claims, costs & charges in respect of the same.

Duly authorized representative of Corporation's Management shall be entitled to check and inspect Service provider's record including records pertaining to staff welfare i.e. minimum wages, EPF, ESI, Contract Labour Regulation Act etc.

It shall be the absolute liability of the Service Provider to obtain any approval, license, registration AND its renewal to function as Service Provider and discharge its responsibility. Service provider shall be solely responsible for any fines, damages, etc., for the non-compliance of all such rules and regulations.

- i) To ensure that the services rendered under this agreement are carried out to the satisfaction of the Corporation and shall not do or suffer to be done in or about the premises of the Corporation anything whatsoever, which in the opinion of the Corporation may be or become a nuisance or danger or which may adversely affect the property, intellectual property right, reputation, images or interest of the Corporation.
- j) To provide services at the retail outlet on all days of the week including Sundays and holidays for 24 hrs a day or as may be directed by the Corporation from time to time.
- k) To effect physical delivery of correct quality and quantity of the petroleum products for sale dispensed through the said Retail Outlet at the prices fixed by the Corporation from time to time. Service provider shall ensure observance of all

instructions issued by the Corporation from time to time with regard to quantity and quality control, day to day operation, safety etc. To follow all procedures as mentioned in the SoP for any Retail Outlet, duly published by Corporation and communicated in writing from time to time, and comply with it or any amendments thereto.

- l) To dispense or sell only the product supplied by the Corporation and no other products will be allowed to be received / delivered / sold through the Retail Outlet.
- m) Not to adulterate the petroleum products supplied by the Corporation and at all times to take all reasonable precautions to ensure that the MS or HSD is kept free from water, dirt and other impurities.
- n) To abide by the Petroleum Act, 1934 and the rules framed there under for the time being in force as also any other laws or regulations whether of the Government or of any local body as may be in force and amendments therein from time to time.
- o) To ensure that all the quality control procedures, statutory and safety regulations/practices including maintenance of temperature / density records (as per MS /HSD Control Order) as laid down by Corporation from time to time are observed and strictly adhered to.
- p) To maintain proper and correct accounts of transactions carried out each day and carry out connected banking activities including maintenance and submission of timely stock and Sales accounting, financial accounting including Cash/digital payments /Payment Wallets/Mobile Payments/ Online/loyalty accounting/any other process introduced in future by the Corporation & allied returns and preparing ERP documentation, including any related agreements, as per Corporation's procedures and time schedule fixed by the Corporation. The Service Provider would be responsible for

all kinds of payment handling at the Retail Outlet with respect to Sales transactions or with respect to loyalty transactions.

- q) To provide adequate safety and security of the equipments and personnel of the said Retail Outlet and to safeguard the Corporation property and any damage will have to be reimbursed to the Corporation.
- r) The maintenance and repairs of facilities provided at the Retail outlet will be Company's responsibility but it is imperative that the Service Provider will take reasonable and adequate care in handling them. Further, Service Provider will be responsible for proper and safe upkeep, cleanliness and house-keeping of the outlet. In case of any damage to and/or loss to Company facilities and / or petroleum products and other items due to negligent handling by the Service Provider or by the staff employed/deployed by him, the resultant replacement and or repairs to such facilities will be on the Service Provider account.
- s) To act as custodian of receipt / storage / delivery of stocks for sale of Corporation products as per the directions of Corporation.
- t) To arrange for effective operation of air / water and other customer oriented facilities at the Retail Outlet.
- u) Not to carry out any business at / from the "Premises" of the Retail Outlet other than that of the sale of the petroleum products supplied by the Corporation and other product and services authorized by the corporation in writing.
- v) To deposit cash in the Bank nominated by the Corporation on day-to-day basis. The Service provider will submit proof of deposit to COCO Manager/In-Charge, Regional Office of the Corporation on daily basis along with the details of Bank Money Receipt Document. Any shortage of cash including

towards fake and counterfeit currency will be the responsibility of the Service provider and should be made good to the Corporation within 24 hours. In case of delay, the Service provider is liable to pay interest @ 18% p.a. for such delay from the due date of deposit to actual date of deposit or a penalty of Rs 500/- per day, whichever is higher .The amount collected after the day end close shall be deposited in the cash chest/cash collection machine at every one hour interval (wherever such facility is available). Any breach of this clause gives right to Corporation to set off such dues together with interest from the payables to Service Provider under this agreement.

- w) Not to grant any credit to customers.
 - x) To maintain all records of sales, stock, density of MS and HSD and Tank Lorry receipt/retention samples on daily basis and make it available for inspection by visiting Corporation officers from time to time.
 - y) To prepare weekly stock reconciliation statement and the same should tally with the sales and amount deposited in the Bank. Any variation will be reconciled and shortage, if any, will be made good by the Service provider.
 - z) To perform any other jobs, which shall be, required to be done, as directed by the Corporation in writing.
3. The services provided by the Service provider shall be such as will serve the best interest of the Corporation at all times taking into account the stipulation laid down in the agreement. The standard of conduct, service and, dealings of the Service provider & his staff with customers, Corporation staff or the staff engaged by the Corporation shall at all times be above reproach.
4. The Service provider shall have no right, title or interest in the said premises or outfits. The Service provider will have no claim on dealership for the Retail Outlet on the basis of this agreement. The

- Retail Outlet premises and all the facilities provided thereon shall at all times remain the absolute property and in sole possession of Corporation. In particular nothing herein contained shall be construed to create any tenancy or right or interest in premises/dealership, whatsoever in favour of the Service provider.
5. The Service provider shall not add to or alter the premises, layout or outfit in any manner whatsoever or place in or attach to any part of the said premises or the outfit any signboards pictures, hand bills, advertisements or things of a similar nature, except with the prior written approval of Corporation. If the Service provider shall commit a breach of the clause the Corporation shall have the right without previous notice for forthwith to terminate the agreement and/or to reinstate the premises, layout and/or outfit to the/their former condition in all respects and the Service provider shall pay the cost of such reinstatement to the Corporation on demand.
 6. The quantities of petroleum and other allied products stated to be delivered by the Corporation as measured by the Corporation's measuring devices or means shall be final and binding upon the parties hereto. A receipt signed by or on behalf of the Service provider at the time of delivery by the Corporation of petroleum products will be conclusive evidence that the petroleum products mentioned therein were in fact delivered, that such products were in accordance with the specifications therefore mentioned hereunder and that the quantities of such products mentioned in the receipt are correct, and the Service provider shall thereafter be precluded from making any claim against the Corporation for compensation or otherwise on the ground of short delivery or contamination of such products.
 7. The Corporation will obtain in its name a storage licence from PESO for the storage of petroleum products at the said premises and also other licences and permissions, if any, for sales & storage of petroleum products required under any other Central / State

Government or local enactment for the time being in force. The Service provider undertakes to faithfully observe and perform all the terms and conditions of such licence(s).

8. The Service provider shall scrupulously observe and comply with all laws, rules, regulations and requisitions of the Central / State Government and of all authorities appointed by them or either of them including in particular the Chief Controller of Explosives, Government of India, and / or Municipal and/or any other local authority with regard to the storage/ sale of such petroleum products and running of the COCO operatorship.
9. The Service provider shall not at any time whether during the period of this Agreement or after its termination divulge or make known any confidential information concerning the accounts, secret, processes or any other particulars in any wise relating to the business of the Corporation. It would be the discretion of the Corporation to specifically classify any information as "confidential" and in absence thereof any information regarding the internal system of the Corporation, the working of the business of sales of petroleum products, the retail outlet, the banking details etc., shall be treated as confidential information.
10. This agreement will be in force for a period of three/one year(s) i.e., from _____ to _____ (both the days inclusive) subject to its termination during the aforesaid period by either side as per conditions mentioned in point no. 11&12 below. On termination of the COCO Service Provider agreement, any other agreement signed with the COCO service provider like ARB, Dhabha, Restaurant, Housekeeping, Security Contract, Agreement for selling lubricants etc pertaining to the subject COCO would also be treated as terminated and COCO Service Provider shall cease to use and operate the subject premises of the Corporation forthwith and shall not have any access to the retail outlet premises except for limited purpose of collecting his belongings left behind at the retail outlet.

11. The Corporation reserves the right to terminate this contract at any time before the expiry of the contract by giving the Service Provider 30 days notice in writing without assigning any reason whatsoever and without being liable to pay any damages/ compensation for such termination. The Service Provider also can terminate this contract at any time before the expiry of the contract by giving to the Corporation 90 days' notice in writing without assigning any reason whatsoever. The Corporation also reserves the right to terminate this contract upon severe breach of agreement (like Adulteration, additional fittings in the MPDs, W&M seals tampering, ATG tampering, unauthorized purchase & sale of products, financial misappropriation, non-deposit/short deposit of sale proceeds on daily basis etc) without any notice in writing, without assigning any reason whatsoever and without being liable to pay any damages/ compensation for such termination.
12. Notwithstanding what is stated above the Corporation shall be entitled to terminate this agreement forthwith at any time on the happening of any of the following events:
 - i) If the Service provider for any reason, other than due to the Corporation's default, fail to maintain supply to the public through the said facilities for any period exceeding 24 hours.
 - ii) If the Service provider shall be guilty of a breach of any of the covenants and stipulations on their part contained in this agreement.
 - iii) If the Service Provider, in the opinion of Officers of Corporation, does not deposit the sum of money collected by him at the outlet in time with Corporation/Bank nominated by Corporation.
 - iv) If the Service provider is found to be negligent or incapable of carrying out the stipulated work.
 - v) If the licence/s for the storage of petroleum products upon the said premises is / are cancelled or revoked.

- vi) If the Service provider is convicted of an offence involving moral turpitude.
- vii) Upon the death or adjudication as insolvent of the Service provider.
- viii) If any attachment is levied and continued to be levied for a period of seven days upon the effects of the Service provider.
- ix) If the Service provider shall be convicted of a criminal or economic offence.
- x) If the Receiver is appointed for any property or assets of the Service provider.
- xi) If the Service provider shall for any reason make default in payment to the Corporation in full or his outstanding, as appearing in Corporation's books of account, remains unpaid beyond 3 days of demand by the Corporation.
- xii) If the Service provider fails to carry out or does not adhere to the instructions issued from time to time by the Corporation in connection with safe practices to be followed by him in the supply / storage of the Corporation's products or otherwise.
- xiii) If the Service provider shall sell the Corporation's products at prices higher than those fixed by the Corporation.
- xiv) If the Service provider shall deliberately contaminate or tamper with the quality of any of the Corporation's products.
- xv) If any information given by the Service provider in his application for appointment as a Service provider shall be found to be untrue or incorrect in any material respect. The Corporation's right to terminate this COCO Service provider Agreement under the terms of this clause shall be without prejudice to any of the other rights and remedies against the Service provider. In the event of the Corporation terminating this Agreement under the provision of this clause, it shall not be liable to pay for any loss or compensation in respect of

such termination PROVIDED THAT the supply of any petroleum products by the Corporation to the Service provider pending expiry of any notice of termination or after any act, contravention or omission by the Service provider entitling the Corporation to terminate this Agreement shall have become known to the Corporation, shall not be any way prejudice or affect the right of the Corporation to revoke and / or enforce the termination of this Agreement and the licence granted hereunder.

- xvi) If the Service Provider shall either by himself or by his servants or agents commit or suffer to be committed any act, which, in the opinion of the Corporation whose decision shall be final, is prejudicial to the interest or good name of the Corporation or its products.
 - xvii) 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 Service Provider.
13. The Service Provider hereby agrees and confirms that he/she shall handover the peaceful possession of the Retail Outlet Premises along with Corporation's property to the Corporation's officials at the close of business hours on _____ i.e. the date of expiry of this agreement.
14. Upon termination of this agreement for any reason whatsoever the Service provider or any persons engaged by the Service provider shall cease to have any right to enter or remain inside the Retail Outlet premises or to operate the facilities thereon. The Service provider will peacefully remove himself and his directly or indirectly employed or deployed manpower from the said premises with all the goods, if any, property and effects belonging to him. The Service provider will hand over all Corporations' facilities including stocks of Petroleum Products and any other goods/items belonging to the Corporation to Corporation's authorised officers.

The Service provider shall not cause any hindrance or objection of whatsoever nature in such circumstances.

In the event the Service Provider and the manpower deployed by him fails to vacate the premises for whatever reasons on the expiry or early termination of this Agreement, the Service Provider would be liable to pay the actual loss incurred by the Corporation due to Service Provider's overstay or 3 times of the market rental, whichever is higher. Corporation will have claim over the assets of the Service Provider lying at the retail outlet for recovery of the above amount in addition to its right to invoke Bank Guarantee.

15. Upon the termination of this agreement the staff employed by the Service provider will have no claim whatsoever for employment either of temporary or permanent nature or to seek any compensation from the Corporation. All dues / compensation payable to the staff employed by the Service provider will be settled by himself and the Corporation shall entertain no claim of such staff.
16. The retail outlet and its operation will be under the charge and overall supervision of the Corporation's Officers. If for any reason the Service provider's absence from the retail outlet becomes necessary, the same should be intimated to the Corporation and its written permission will be required to be obtained. In such an event, the Service provider will have to make alternate arrangements for the operation of the retail outlet by persons approved by the Corporation.

The Service provider will have to submit to the Corporation (within one month of the date of signing this agreement) the name of such person who will extend the services in his absence from the Retail Outlet, if required. During the period of such absence, the responsibilities as laid down in this agreement, as well as all other liabilities shall rest with the Service Provider only.

17. The Service provider shall not assign or transfer this Agreement

for performing the jobs to anyone nor shall appoint a sub-Service provider for the said purpose. The Service provider or his authorized representative should always be available at the premises to supervise the jobs being undertaken by the Service provider for the Corporation under this Agreement.

18. In the event of the Service Provider's failure to carry out the work assigned to him within a reasonable time, Service Provider shall be liable to make good to the Corporation any expenses that may be incurred by the Company in making alternate arrangements for carrying out the work. Payment of any other charges which may arise due to negligence/ tardiness of the Service Provider shall not be covered under the above, unless such payment is admitted by the Corporation for reimbursement.
19. The Corporation reserves the right to award parallel contract/s (like housekeeping, gardening, Dhaba, ARB/NFR operations, Security etc) at the COCO without giving any notice or prior intimation to the Service Provider.
20. The Service provider shall be responsible for proper decantation of the Tank Lorry (including quality control) as indented by the Corporation. T/L decantation procedure is attached as **Annexure-2**. All the stocks of MS/HSD/CNG/Auto LPG/Premium Products and other miscellaneous items, either stored in U/G tank, sales room, lube godown or store room of the retail outlet or barrels inside the retail outlet premises will remain the property of the Corporation and the Service provider will be solely responsible for the safe custody and safe handling of the same and will account for them according to the procedure laid down by the Corporation from time to time. The Service provider will have no claim or lien whatsoever either on the stocks or any other property of the Corporation under any circumstances.
21. The Service Provider shall maintain all records, registers, display notices as required and applicable to him under the Factories Act

/ Shops & Establishment Act, Minimum Wages Act, Payment of Wages Act, The Workmen's Compensation Act or any other Act / Schemes of State / Central Government in force from time to time.

22. The Service Provider should maintain the Daily Stock Register giving details of opening stock, receipts, sales, losses(both transit and operating),gains(both transit and operating),quantity used for testing, Own Use Consumption and tank wise closing stock, water dips etc as advised by the corporation.
23. The Service Provider, at the month end, shall report closing stock by preparing monthly stock summary and the same will be forwarded to corporation for further processing as per the advice given from time to time.
24. The Corporation will supply to the Service provider standard form for delivery documents, returns, sales/stock/density registers, complaints and suggestion book and other required stationery and only these forms/stationery, as appropriate, shall be used by the Service provider.
25. In consideration of carrying out the obligations contained in this agreement, the Corporation shall pay the SERVICE PROVIDER a remuneration & Incentives as under:-

✓ Fixed lump sum amount per month: Rs.30000/- per month.

✓ Incentives :

Slab	Volume (KLPM)	Incentive / KL	Comments
1	Up to 100 KL	NIL	
2	Beyond 100 KL & ≤ 175 KL	Rs.75/-	Rs.75/- per KL on volume above 100 KL
3	Beyond 175 KL & ≤ 250 KL	Rs.100/-	Rs100/- per KL on volume above 100 KL
4	Beyond 250 KL & ≤ 350 KL	Rs.125/-	Rs.125/- per KL on volume above 100 KL
5	Beyond 350 KL & ≤ 450 KL	Rs.150/-	Rs.150/- per KL on volume above 100 KL

6	Beyond 450 KL & ≤ 600 KL	Rs.75/-	Incentive applicable up to 450 KL + Rs.75/- per KL for volume above 450 KL
7	Beyond 600 KL	Rs.50/-	Incentive applicable up to 600 KL + Rs.50/- per KL for volume above 600 KL

Note: Sales would mean supplies to the COCO, in KL, during the month. Auto LPG/CNG sales would be clubbed with MS& HSD Sales for calculation of fixed lump sum payment & slab wise variable incentive. Auto LPG sales volume to be taken in MT for this purpose.

The manpower for day to day operations will be provided by the Service Provider. The requirement would be provided by the Corporation depending upon the specific requirement of the COCO location.

Reimbursement of wages for manpower to the Service Provider will be made for actual manpower provided as per Minimum Wages on the basis of higher of wages as applicable in respective States vis-a-vis wages as per Central Govt. rates along with PF at applicable rates, bonus, service tax (GST) and any other statutory payment duly certified by the Officer of the Corporation.

For the purpose of arriving at minimum wages, the operating staff will be categorized as follows:

S. No.	Type of manpower	Category
(i)	Cashiers, Fore Court Managers, Managers	Skilled
(ii)	Driveway Pump Attendants	Semi- Skilled
(iii)	Air boys, Windscreen boys, House keeping boys	Unskilled
(iv)	Security guards	Unskilled / As per DGR / Sainik Board rates

Service tax / GST component will be reimbursed to the Service Provider for the following payments subject to applicability of service tax/GST as per Service tax / GST statute:

- (i) Monthly lump sum amount payable to Service Provider.
- (ii) Incentive paid on incremental sales volume to Service Provider.
- (iii) Total wages reimbursed for manpower.

The remuneration & Incentives mentioned above will be firm for the entire contractual period and under all working conditions and the Service Provider will not be entitled to any extra allowance during the currency of the contract.

- 26. In addition to MS/HSD, Lubricating oils would also be supplied by the corporation on direct billing basis, which will be handled and sold by the SERVICE PROVIDER from the retail outlet in terms of separate terms and conditions for supplies and sales of lubricants stipulated in **Annexure-3**.
- 27. Notwithstanding anything contained herein above, the entire operation of the retail outlet will be under the overall supervision of the Corporation's Officers and service provider shall take all instructions issued by them for day to day operation of retail outlet and carry them out diligently and without demur.
- 28. The Service provider shall also fully and effectively keep the Corporation indemnified against any claim or demands which may be made by any third party or public in consequence of any act or omission of whatsoever nature by him or his employees with regard to maintenance of quality and quantity of the petroleum products (including lubricants supplied on direct billing basis) dispensed to customers and safety of Retail Outlet.
- 29. It shall be a paramount condition of the agreement that the Service provider himself shall take active part in the management and running of the Retail Outlet and shall personally supervise the same and shall not under any circumstances do so through any other person, firm or body.

30. All statutory taxes and levies including taxes, Weights and Measures' stamping charges, water taxes will be borne by the Corporation. Also power, electricity, water, telephone (standard free local calls + rental), postage etc. will be borne by the Corporation. The payment made on behalf of corporation by service provider will be reimbursed to him as pure agent. The reimbursement will be made on cost to cost basis i.e. service provider will not be eligible for any extra payment over and above the actual payment incurred by him.
31. The service provider shall on the expiration of the contract or any earlier termination thereof, shall forthwith remove his employees who are on the Corporation's premises or any part thereof failing which, his employees, shall be deemed to be trespassers and on their failure to leave the Corporation's premises the Corporation shall be entitled to remove all persons concerned from the Corporation's premises and also to prevent them from entering upon the Corporation's premises.
32. The SERVICE PROVIDER would make the payments to the staff employed by him / her through NEFT/e-payment mode. The SERVICE PROVIDER would be reimbursed such salary payments by the Corporation based on PF/ESI receipts, the actual credits of the bank accounts of the staff of the SERVICE PROVIDER on a monthly basis.
33. The bills should be prepared on monthly basis i.e. from 1st day of the month to end date of the month and should be submitted within fifteen days from the close of the month. The manpower reimbursement bill to be supported with attendance sheet/ biometric attendance report, statutory payment receipts(like PF/ESI etc), proof of Staff wages payment through NEFT/e-payment etc. as per Corporation's guidelines without which payment may be put on hold till the time the required documents are provided.
34. The bills submitted after two months from the relevant fortnight may not be entertained. The Service Provider shall submit an outstanding statement of bills for each quarter including all the transactions within

one month after the expiry of the period. The Corporation may not entertain bills not included in the said statement.

35. In the event the Service Provider, is selected by any Oil Company (incl. private oil companies) as a Service Provider/dealer/distributor and a LOI is issued to him either in individual capacity or as a partner of any firm etc., the Service Provider shall intimate the Corporation within 7 days from receipt of such offer/LOI, through a written notice for termination of the contract within next 90 days. This contract shall be terminated after completion of period of 90 days from the date of such notice. During the period of notice and working as service provider, letter of appointment (LOA) for dealership/distributorship should not be accepted nor operation of dealership/distributorship should be started.
36. The Service provider has been granted a mere leave and permission to use and operate the site, only for the purpose of supporting the business at the COCO in the name of the Corporation and for no other purpose. The premises of the COCO shall be deemed to be always in the possession of the Corporation and one or more representatives of the Corporation shall always have the right to be in the premises of the outlet.
37. Any Notice or other communication required to be sent under this Agreement shall be sent or delivered to the receiving party at the address set forth below, or at such other address as the Parties may from time to time designate in writing:

Fill Name & Address of Service Provider	Fill Name & Address of Corporation's Regional Office
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Any notice or other communication shall be sent by certified or registered mail, email, and facsimile or by hand delivery.

All notices referred to in this Agreement or other communications shall be deemed to have been duly given or made if delivered by facsimile or e-mail, when the activity report confirms successful transmission.

38. The corporation will provide uniforms to the staff of service provider at its cost and the service provider will ensure that staff is in uniform while on duty.
39. The Corporation shall always have the right to carry out inspection (including Q&Q checks) by their officials for determining the quality of jobs, as per laid down standards, being carried out for effectively/efficiently running of the outlet without any notice and the Service provider shall render all assistance for the same.
40. The Service provider shall on or before the execution of this agreement deposit with the Corporation an irrevocable bank guarantee of a Scheduled Bank of Rs. _____ lakhs as security.

Reimbursement of bank charges incurred in providing the Bank Guarantee will be made at actuals to the Service Provider on production of necessary documentary evidence.

41. During the tenure as Service Provider, the Bank Guarantee cover amount will be re-worked out on half yearly basis by the Corporation and additional amounts, if any, required due to growth in sales volume/RSP changes, will have to be provided by the Service provider immediately in the form of additional cover within 15 days from the date of receipt of letter from the Corporation.
42. Bank guarantee so furnished shall be in the format acceptable to the Corporation as security for satisfactory performance of various obligations listed in the agreement by the Service Provider. In case of violation of any clause of this agreement by the Service Provider, Corporation shall be free to encash the BG without reference to the Service Provider and adjust the amount against any dues or losses suffered by the Corporation on account of any failure or violation of

the terms of the agreement by the Service Provider. Any balance amount of loss and amount due from Service Provider after adjustment of BG amount shall be made good by Service Provider. The Service provider further agrees to provide additional Bank Guarantee, for the remaining contract period, as may be advised by the Corporation within 15 days of receipt of intimation.

43. Product loss control will be the responsibility of service provider & the permissible product loss limit will be at 0.59% of MS sales and 0.15% on HSD sales. Any losses beyond this shall be on Service provider's Account which will be recovered from the payment due to the service provider on monthly basis. The losses on month to month basis will be calculated based on the actual sales volume and the prevailing retail selling price (at month end) of the COCO outlet.
44. The Service Provider will also maintain a log book for own use consumption of HSD for DG set as per the format given by the Corporation. **(Annexure-4)**
45. The Service provider shall not under any circumstances pay or advance to any servants or representatives of the Corporation any sum of money or deliver on any account whatsoever any property due or belonging to the Corporation without prior written authority from the Corporation. Should any sum be paid or advanced or any property delivered without such authority, and the same be not received by the Corporation the Service provider shall be entirely responsible to make good to the Corporation the amount or value thereof.
46. All conditions laid down in this agreement and those covered in selection documents and advertisement is also applicable under this agreement.
47. This Agreement shall not constitute or be deemed to constitute a partnership or a joint venture or even an agency between the parties hereto and no party shall have any authority to bind the other or will be deemed to be agent of the other party in any way. The

Relationship of the parties hereunder shall be on Principal to Principal basis.

48. All **Annexures** to this Agreement (including future amendments and supplements, if required), duly signed by the Parties, shall form part and parcel of this Agreement.
49. Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set off of the Corporation against the SERVICE PROVIDER or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be dealt with under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time.
50. The parties hereby agree that the courts in the city of _____ alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under his agreement.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seal the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

by (Name of OMC)

by (Name of Service provider)

through Shri. _____

through Shri. _____

its Constituted Attorney

In the presence of:

In the presence of:

ANNEXURE-1 to APPENDIX-V

COCO operatorship Service Standards:

Customer Service Standards- The following Key areas would form the key indicators for effective customer service at the COCO RO.

1. Ensure Product Availability at all times at the RO.
2. Ensuring Q&Q
 - i) This would include regular checking of the density as per required norms. Checking of water dip every morning. Sampling of all products and maintenance of tank wise tank lorry retention samples for last two loads.

To handle receipt/storage/delivery of stocks for sale of Corporation's products. Product whenever received from terminal or depot should be checked for quality and quantity. If the quality with reference to density is not within the permissible limit of +/-3.0 Kg/M³(@15degree C using ASTM table 53B) as compared with the density mentioned in the invoice, the product should not be unloaded and inform the Officer-in-charge / supply location in writing for further action.
 - ii) Delivery checks of dispensing pumps :

To check the dispensing pumps to ensure delivery of correct quality of MS & HSD on daily basis before start of sales and in addition, if a complaint is received at any time of the day and in case of variation in delivery of product, the sales from such pumps should be stopped immediately and inform the Officer-in-charge in writing. Record of quantity used for testing dispensing pumps should be maintained.
 - iii) DU Sealing:

Totaliser seals and W & M seals should be inspected everyday and in case damage is observed, sales should be stopped immediately from such dispensing pumps and status to be conveyed to the Officer-in-charge in writing.
3. Ensure Housekeeping of RO.

Aspects to monitor with regard to Housekeeping

Driveway free from obstacles and clean, Emblem and Light Poles should be clean, Monolith and signages should be clean

D-portion cleanliness, Entry/Exit roads cleanliness, Canopy Column, Spreaders & RVI Fascia cleanliness, Canopy ceiling should be kept clean, All drains should be clean

Green plantations in D-portion, RO periphery etc as per standards
Cleanliness of toilets (Ensure proper latch, running water, light, working flush and cleanliness)
Cleanliness of pedestals, Q&Q Kit, Lube Display unit, Utility Bin & Dustbins
Cleanliness of display/posters and banners should be installed neatly and should be up to date
Cleanliness of pumps and pump islands
Cleanliness of racks, glasses should be clean, office furniture should be kept clean, walls and floors should be clean
Cleanliness of Fire extinguishers
Cleanliness of racks, glasses should be clean, office furniture should be kept clean, walls and floors should be clean
Cleanliness of Fire extinguishers
Proper Stacking of lubes barrels/packages
Entry and exit signs visible

First Level of monitoring by observation method to be done by Forecourt supervisor on a daily basis.

Second Level monitoring by checking to be done by the COCO Operator on a daily basis.

Third level monitoring to be done by the COCO Officer and feedback given to Forecourt supervisor and DSM.

4. Forecourt Supervisor presentation and conduct with respect to customer behavior

FORE COURT SUPERVISOR PRESENTATION AND CONDUCT	
a.	In full uniform (As prescribed)
b.	Wrinkle free and Clean uniform
c.	Clean shaven, hair/nails cuts, no bad odor and shoes polished
d.	No chewing beetle leaf /tobacco

e.	To show clear and appropriate directions to each customer
f.	Makes sure that there is no line up /bunching of vehicles.
g.	All signs on Canopy functional
h.	Pump island is clean
i.	Clean and clear driveway. Clean drains
j.	Building and canopy is clean
k.	Toilets are clean
l.	Air facility is functional
m.	Clean trash bin on pump island& other areas

5. DSM presentation and conduct with respect to customer behaviour

	DSM PRESENTATION AND CONDUCT
a.	In full uniform (As prescribed)
b.	Wrinkle free and Clean uniform
c.	Clean shaven, hair/nails cuts, no bad odor and shoes polished
d.	No chewing beetle leaf /tobacco
	DSM BEHAVIOUR TOWARDS CUSTOMER
a.	Alert posture
b.	Attends to Customer promptly and enthusiastically
c.	Greets the customer. Position the vehicle at available fueling position.
d.	Loud and clear expression
e.	Maintains eye contact with customer
f.	Finds out about preference of fuel
g.	To confirm the order

h.	To show zero
i.	To clean the wind screen
j.	Not to rest the fuel cap on the car
k.	To show final reading
l.	After filling to wipe near the fuel tank
m.	To give automated bill to the customers & send auto sms
n.	Inform the customer about free water / Air / oil check facility and other non-fuel offerings/details of campaigns/education on premium fuels and other services. non-fuel
o.	Advise the customer about best suited oil and coolants as per car/trucks
p.	To give appropriate change to Customer
q.	To use loyalty cards/ Credit Card / Debit card/ other Digital payment modes without delay
r.	To greet the customer and Say thank you at send off
s.	Request customer to come back

6. Health and Safety measures at RO

HEALTH & SAFETY STANDARDS	
a.	Adequate no. Fire Extinguishers with validity Certificate
b.	Staff/ DSM trained to use Fire extinguisher
c.	Danger sign pasted near generator room
d.	RO clear of any obstruction
e.	Filled Sand buckets present
f.	Caution sign for switch off engine, highly flammable and no smoking placed
g.	Caution sign for mobile phone switched off placed
h.	Ensure there is no spillage or leakage.
i.	Ensure Contact no. for Fire station, police, etc pasted

j.	Ensure fully equipped first aid box available
k.	Use of funnel/Aluminum bucket for transfer of fuel with bonding wire
l.	Ensure there is a bin for disposing used 2T pouches
m.	Storage area for lubricants – clean & without spillage
n.	Hose of dispenser in safe condition
o.	Adequate illumination of the dispensing area
p.	Clear and visible sign for Toilet
q.	Toilets well stocked with hand soap and water
r.	MCB present and in good conditions. No storage of any material in Electric room
s.	No uncovered loose wiring on the floor or wall

7. Addressing Customer complaints

a.	Ensure customer Complaint book is accessible
b.	Customer complaints are addressed/ brought to the notice of COCO officer immediately.

ANNEXURE-2 to APPENDIX-V

T/L DECANTATION PROCEDURE

1) PROCEDURE FOR HANDLING OF PRODUCTS AT RETAIL OUTLET BY COCO SERVICE PROVIDER

1.1 RECEIPT OF PRODUCT

At the time of arrival of tank lorry, the COCO Service Provider should match following details mentioned on the Invoice with physical / actual parameters:

- i) Tank Lorry No.
- ii) Seal Number / Security Lock Number
- iii) No. of compartments and quantity/product contained therein
- iv) The time tank lorry left Supply Point
- v) Recorded Density at 15 Degree C
- vi) Dip rod with calibration certificate and other details as advised from from time to time.

1.2 DECANTING OF PRODUCT

The COCO Service Provider to undertake the following actions:

- i) Park the tank lorry on level ground – allow 10 minutes settling time. Before starting the operation on the tank lorry, proper earthing / bonding should be ensured. Portable fire extinguisher of DCP type should be kept near to tank lorry at a suitable distance. All the tank lorry discharge hoses should comply with all the safety requirements, and under no circumstances, plastic/PVC hosepipes should be used.
- ii) Check condition of the seal / security lock on the tank lorry delivery manifold & manhole covers against those mentioned in the invoice.

Release master valve levers to ensure product fills the pipelines, where tank lorries are normally calibrated with lines full, before checking dips (Refer Calibration Certificate).

- iv) COCO Service Provider to check that the Density of product @ 15 Degree C using ASTM Tables (53B) is within +/- 3.0 Kg/M³ as compared with the challan density for ascertaining quality of product.
- v) Ask the tank lorry driver to produce certificate of calibration which would mention product level and proof level details.
- vi) Check Weights & Measures markings on the dip rod at the bottom as well as at the proof level. As an additional check, verify dip rod calibration with a standard measuring tape.
- vii) Check dips of the product in all compartments with the dip rod duly certified by Weights & Measures Department and provided with the tank lorry. Also check for presence of water in each compartment by water finding paste. Before commencing tank lorry decantation operation, the sales from the concerned underground tank at the Retail outlet should be stopped till the completion of decantation.
- viii) Having ascertained the quantity of the product by the above method, draw samples after draining approx. 20 liters of the product from the manifold from each compartment in a clear glass container for density/temperature for quality checks.
- ix) In case of doubt as to the quality of product, contact the Supply Location/concerned COCO Manger/ Field Officer for further instructions.
- x) After having ascertained quality as per (vii to ix) above, and prior to decantation, the COCO Service Provider/his representative shall draw bottom samples from the Tank lorry and follow instructions as given in 3 tier sampling procedure (as explained in point 2 below).

- xi) In the event of dip being short as per calibration certificate/water being detected with water finding paste, the short dip/quantity (including due to removal of water) should be made up by filling to the correct level through the dispensing pump and the quantity so filled should be recorded on the back of all the Invoice copies. Chamber-wise observed dip and quantity filled through dispensing unit for getting correct level to be recorded. In case the RO is dry at the time of receipt, measuring of shortage to be done by drawing product from other compartment and using calibrated measure. Shortages so recorded should be signed both by COCO Service Provider/COCO Service Provider's representative and tank lorry driver. After ascertaining quality & quantity, decant the product in the correct underground tanks by ensuring that the Tank Lorry decantation hose is connected to the correct Under Ground tank fill pipe.
- xii) After decanting the product, ensure that the tank lorry is fully emptied of the product before releasing the tank lorry.
- xiii) Make appropriate entries in the stock register/stock display board.
- xiv)** After decanting the product into the tank, at least 50 liters of product (to displace the line content) should be dispensed through the pump before taking sample from pump nozzle for ascertaining the density of the composite product in the storage tank after receipt. The density at 15 Degrees C, thus ascertained should be recorded in the density register. The density records should be maintained as per Corporation's format

2. GUIDELINES FOR SAMPLE COLLECTION AND TESTING

2.1 PREAMBLE

The basic objective of the 3-tier sampling procedure is to ensure that MS and HSD sold by retail outlets is the same product, which has been supplied to them by their principal oil companies.

To achieve this objective, results of the samples will be interpreted on the basis of reproducibility/permissible limits for which sampling procedure has to be followed both at supply locations as well as at retail outlets.

The implementation of this sampling procedure will also help in establishing whether the malpractice / adulteration, if any, has taken place at the retail outlet, during transportation or at supply locations.

2.2 DRAWAL OF SAMPLES

Samples will be required to be drawn at:

- 1) Supply locations Retail
- 2) outlets

AT SUPPLY LOCATIONS :

- (i) Every day, Supply locations should collect minimum of 4 X 1 litre samples of MS and 2 X 1 litre samples of HSD from the TLF from which the tank lorries are being filled. Industry Quality Control Manual (IQCM) procedures should be followed for sampling.
- (ii) Wherever there is a switchover of storage tank, sample as above will be taken again from TLF, after giving sufficient time for flushing out earlier product in the pipeline.
- (iii) Details of samples, as per **Corporation's format** shall be pasted on the sample container and the samples will be retained for a minimum period of 30 days as per IQCM. The samples should have clearly identifiable sample numbers for these to be traced easily. The storage locations should also keep a record of these samples.
- (iv) Supply Locations should give the details of Density @ 15 Degree C, TLF point and the storage tank No. from which TL is filled, and time of release of tank lorry on the Delivery/Invoice challan.

2.2.2 AT RETAIL OUTLETS

At the Retail Outlets, samples are required to be drawn by the following:

2.2.2.1 By the COCO Service Provider / his representative on receipt of each supply through tank lorries at the retail outlet.

2.2.2.2 Persons / agencies authorized to draw samples are:

Oil Company officials

Mobile labs

Agencies authorized by oil companies

Any other authority statutorily empowered to do so

Besides random sampling, oil companies are enjoined to also draw samples in case of stock variation beyond permissible limits, density failure, filter paper test failure and also during special drives/campaigns or in case of specific complaint against the retail outlets.

Samples are to be drawn from nozzle (s) of the dispensing units from all tanks of both MS and HSD by the persons / agencies as referred above.

All the inspecting officials shall bring their own Aluminum containers with wooden boxes for drawing samples. They will pay for the cost of samples collected by them and obtain cash memo for the same.

2.3 DRAWAL OF SAMPLES BY COCO SERVICE PROVIDER / HIS REPRESENTATIVE:

On receipt of tank lorry, COCO Service Provider/his representative should follow the steps as detailed in 1.2 above.

If density check is found to be within permissible limits as mentioned in para 1.2, the COCO Service Provider is required to follow the procedure for drawal of sample as given below:

COCO Service Provider / his representative should draw 2 x 1 litres of MS and / or 1 x 1 liters of HSD bottom samples (Composite samples proportionate to the quantity of the product received in each compartment after removing a minimum of 20 liters from

each compartment). Before drawing the samples the empty Aluminum containers should be rinsed with the same product from the tank lorry, seal and label the same as per details given in **Corporation's format**, before unloading the tank lorry. The sample label should be jointly signed by COCO Service Provider / his representative and tank lorry driver. The COCO Service Provider should retain this sample as retained tank lorry sample.

The COCO Service Provider should retain the tank lorry sample in respect of the last two loads for each storage tank of MS and HSD.

The transporter will have the option to obtain another set of the same sample (2 x 1 liters MS and / or 1 x 1 liter HSD- duly labeled and jointly signed by the COCO Service Provider/his representative and tank lorry driver). On such request from the transporter, the COCO Service Provider should hand over this set of samples, against payment to the tank lorry driver / representative of the transporter for retention by the transporter. The transporter/ his driver will also have to pay a deposit of Rs. 300/- per sample container to the COCO Service Provider. In such cases, the transporter will have to make his own arrangements for safe keeping and custody of his retention sample.

Where there is more than one storage tank for a product, the tank number in which the product was decanted should be indicated/ identified on the tank lorry sample container.

Notes:

(i) In case the Tank Lorry driver refuses to sign, the Tank Lorry should not be decanted. COCO Service Provider to contact supply location/ COCO Officer/Sales officer.

(ii) In case the COCO Service Provider notices any unusual deviation by the tank lorry (Time or Route) he will inform the supply location/ COCO officer sales officer and decant the tank lorry thereafter on getting further instructions.

NOTE: Sampling procedure followed for MS& HSD should also be followed for Branded MS & Branded HSD respectively.

Annexure-3 to Appendix V

TERMS AND CONDITIONS FOR SALE OF LUBRICANTS BY SERVICE PROVIDER

_____ **COCO RETAIL OUTLET AT** _____.

TERMS AND CONDITIONS:

- 1) The services provided by the SERVICE PROVIDER shall be such, as will serve the best interest of the Corporation at all times, taking into account the stipulation laid down in the Service Provider Agreement and this terms and conditions. The standard of conduct, service and dealing of SERVICE PROVIDER with customers, Corporation staff or the staff engaged by the Corporation, shall all times be above reproach.
- 2) The following shall constitute the general frame work of the method of operating sales of Lubricants at the retail outlet.
 - a. Corporation will provide space for storing and merchandising lubricants or any other products as may be allowed by the Corporation at the COCO outlet as per the direction of the designated HPCL officer.
 - b. The Service provider will obtain required statutory licenses and registration numbers from the statutory authorities to buy, store and sell lubricants/ other approved products from the COCO outlet at their own cost and maintain all the rules and regulations as per provisions of such licenses/ registration.
 - c. The service provider will buy lubricants/ other approved products from the Corporation or any other sources as will be approved by the Corporation. In no case, the service provider will buy lubricants/ other products from any source which is not authorized by the Corporation and also any product which is not approved by the Corporation.
 - d. Service provider will arrange to pay upfront for the Lubricants, purchased through a DD/e-payment mode of payment. Arrangements of funds will required to be provisioned by the service provider for the same on his own. In case of any credit supplies, the same shall be against the BG from a Scheduled Bank as per Terms & conditions decided by the corporation.
 - e. Service Provider should ensure to work closely with the designated Officer of the Corporation, providing the designated Officer with required inputs to co-create a product mix for the RO. In absence of such exercise SERVICE PROVIDER will adhere to the expert guidance of designated Officer of the Corporation for commencement of activities. Corrections to the product mix can be made over time jointly with the designated Officer.
 - f. Service Provider will timely indent Lubricants, and follow up to ensure that there are always stock of defined Product mix available in the RO to meet sales requirement at RO. Minimum inventory holding as defined by the designated Officer of the Corporation will always be maintained at the RO.
 - g. Service provider will invest in equipment that will aid in selling Lubricants, namely requisite tools, hand held Tab, etc. as deemed necessary designated Officer of the Corporation
 - h. Service provider will sell Lubricants at the retail outlet to customers not above the MRP (for small packs) and RSP (for loose oil sale through Dispensers) as advised by the designated Officer of the Corporation /Corporation any from time to time.

- i. Service provider will monitor on daily basis the sale of lubricants and ensure that he/his staff do prevent - pilferage and adulteration of Lubricants at all costs.
 - j. Service Provider will be responsible for the Quality & Quantity of Lubricants / Other approved products dispensed at the RO. Service provider will ensure to keep the stocks under lock and key and arrange to sell only Lubricants / other approved products uplifted from the Corporation/Corporation approved sources at the RO.
 - k. Samples are drawn from RO's by Industry members / authorized personnel. In the event of failure of such drawn sample from the premises, the service provider will be levied a fine and punitive action will be initiated, which will include termination of this agreement (Service Provider Agreement).
 - l. Service provider will promote and sell lubricants and endeavor to achieve targets assigned to him from time to time by the Corporation.
 - m. Liability on account of non-compliance of any statutory Government statute, including GST on account of Lubricants will be on the service provider.
 - n. On the cessation of contract/ termination on any account, service provider will be allowed to take back the lubricants stock balance. The same shall be done within the cessation/ termination of contract.
- 3) The maintenance and repairs of facilities provided at the Retail outlet will be Company's responsibility but it is imperative that the SERVICE PROVIDER will take reasonable and adequate care in handling them. In case of any damage to and or loss to Company facilities and other items due to negligent handling by the SERVICE PROVIDER or the staff employed by him, the resultant replacement and or repairs to such facilities will be on the SERVICE PROVIDER's account.
 - 4) For the maintenance and repairs of the tools, the service provider will be responsible and if required enter into maintenance contract with the suppliers of these equipment on his own.
 - 5) All statutory taxes and levies including taxes, Weights and Measures' stamping charges for Lubricants Dispensers/other approved products, will be borne by the service provider for sale of Lubricants/other approved products.
 - 6) The service provider will be compensated with commissions and discounts as is admissible to RO dealers for sale of Lubricants/other approved products. The same will be intimated to him, time to time by the designated officer of the Corporation/Corporation.
 - 7) All other conditions as incorporated in the main agreement will be bearing on the service provider.

(Name of the Oil Company)

SERVICE PROVIDER

ANNEXURE-4 to APPENDIX-V

D.G Set Log Book for COCO _____

Month: _____ D.G Set No.: _____ Capacity: _____ KVA

D.G Set Operation Time	D.G Set Meter Reading
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Sr No.	Date	From (1)	To (2)	Running Time (minutes) (2)-(1)	At Start (3)	At Stop (4)	Diff (4)-(3)	Fuel Quantity Added (Ltrs)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
Total D.G Running Time for the month (Hours)					Total fuel consumption for the month (Ltrs)			

Monthly Performance for DG Set = Total Fuel consumption (Ltrs.) / Total Running Time (Hrs) = _____ Ltrs/ Hrs

COCO Operator Name & Signature

COCO Officer Name & Signature

Date:

Date:

INDEMNITY BOND/UNDERTAKING

From M/s. _____

To

M/s (Name of OMC)

1. Ref LOA _____, dated _____ for providing services at _____ COCO
2. Agreement No. _____ date _____ for providing services at _____ COCO

THIS INDEMNITY BOND/ UNDERTAKING executed at _____ this day of _____ two thousand and _____ by _____ hereinafter called the Service Provider in favour of M/s (Name of OMC), a Company incorporated under the Companies Act 1956 and having its Registered Office at _____, hereinafter called 'the Corporation' (which expression shall include its successors and permitted assigns)

WHEREAS the Corporation, desirous of having executed certain work specified in the Letter Of Appointment (LOA) _____ dated _____ issued by the Corporation on the Service Provider, describing the work to be done, prepared and the same have been signed by or on behalf of the parties hereto AND WHEREAS the Service Provider has agreed with the Corporation to execute and perform the said work specified in the said LOA upon certain terms and conditions provided in the Agreement dated _____ executed between the Service Provider and the Corporation and also contained in the General conditions of contract attached thereto.

AND WHEREAS THE SERVICE PROVIDER is bound by law of the land to comply with the provisions of various Labour Laws like Minimum Wages Act, 1948, Equal Remuneration Act 1976, Inter-State Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979, Contract Labour (Regulation and Abolition Act, 1970), Workmen's Compensation Act, 1923, Employees State Insurance Act as also the Provident Fund Act providing for Provident Fund Scheme for employees engaged by the Service Provider,

WHEREAS in the event of violation of the provisions of various amenities and facilities to be statutorily provided by the Service Provider to the workers deployed by him under the contemporary labour laws , a liability as the principal employer may be cast on the Corporation and it may become liable for such acts of commission and omission by the Service Provider,

AND WHEREAS the Service Provider undertakes to indemnify and keep the Corporation duly indemnified against all such losses, damages, costs, charges, expenses, penalties, suits and proceedings which the corporation may incur, suffer or be put to as stated herein after:

- 1.** The Service Provider hereby undertakes to furnish a certificate with regard to the number of employees employed by them in the Corporation/ in other organizations throughout the country to the officer Incharge of the Corporation where the work is undertaken by the Service Provider.
- 2.** The Service Provider hereby confirms and states that he is duly registered under the Contract Labour (Regulation and Abolition) Act 1970, as amended from time to time that they undertake to furnish a certified copy of the requisite license obtained by the Service Provider from the competent authority to the Corporation's representative.
- 3.** The Service Provider hereby undertakes to keep proper record of the attendance of his employees and will give opportunity to the officers of the Corporation to supervise the same and confirm upon the Corporation representative the right to countersign the said register. The Service Provider shall provide a copy of the pay sheets to the officer in charge of the Corporation nominated by the Corporation for supervision of the payment of wages made to the employees by the Service Provider and also confer the right on the Corporation's representative to supervise the payment of wages to the employees on the spot.

- 4.** The Service Provider states that he is fully aware of the provisions of the Provident Fund Act, particularly with regard to the enrollment of employees as a member of provident Fund. The Service Provider further confirms that he is aware of the provisions that he is fully obliged to recover Provident Fund (PF) contribution from the eligible employees engaged by them and after adding their own contribution remit the same to the office of Regional Provident Fund Commissioner (RPFC). The Service Provider states and confirms that he is fully aware of his obligation to remit the said amounts on account of Provident Fund to the RPFC within the prescribed period and he has obtained a separate code number from the RPFC which is bearing Sl. No. _____ dated _____ from RPFC.
- 5.** The Service Provider will afford all opportunities to the Officers of the Corporation to verify that the provident fund is actually deducted by the Service Provider from the wages of the employees and the same together with the Service Provider's contribution has been duly remitted by the Service Provider to the concerned PF Commissioner in time. The Service Provider also undertakes to provide photocopy of the receipt issued by the concerned Provident Fund Commissioner for having received the PF contribution from the Service Provider.
- 6.** In the event the officer Incharge of the Corporation is not satisfied about the Payment of wages made and the recovery of PF etc. from the employees employed by the Service Provider, the Service Provider hereby agrees and authorizes the Corporation to withhold the payment of their bills till the Service Provider completes all the obligations in this matter.
- 7.** Notwithstanding the provision contained in Clause-6 above, the Service Provider hereby undertakes and authorises the Corporation to recover dues payable by the Service Provider to the employees employed by him as also amounts on account of PF contributions (including the Service Provider's contribution) as also all losses, damages, costs, charges, expenses, penalties from his bills and other dues including the security amount.
- 8.** The Service Provider hereby agrees that he will fully and effectively keep the corporation indemnified against any claim or demands which may be made by any third party or public in consequence of any act or omission of whatsoever nature by him or his employees with regard to maintenance of quality and quantity of the petroleum products (including lubricants supplied on direct billing basis) dispensed to customer and safety of the Retail Outlet.
- 9.** The Service Provider hereby agrees that the aforesaid indemnity undertakings is in addition to and not in substitution of the terms and conditions contained in the

selection documents and the offer letter/ work order and also the agreement executed by the Service Provider with the Corporation.

- 10. It is specifically agreed by the Service Provider that he has been awarded a contract for a limited purpose/period as herein provided in the agreement and shall have no right to claim permanent dealership or permanent Service Provider contract for the subject COCO.**
- 11.** The Service Provider hereby confirms, agrees and records that this letter of undertaking and indemnity bond shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representatives and shall ensure to Corporation's benefit and for the benefit of its successors and assigns.

SERVICE PROVIDER

Date: _____

WITNESS: (1)
(full address)

WITNESS: (2)
(full address)

Note: Indemnity Bond/Undertaking is to be submitted on non-Judicial stamp paper of appropriate value and should be duly notarised.