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

EXPRESSION OF INTEREST (EOI) EOI No. HO/CC/Empanelment of MINOR Printers/2017/02

EOI Documents for Empanelment of Printers For Indian Oil Corporation Ltd (MD) at Mumbai

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

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

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EXPRESSION OF INTEREST (EOI)

GM (Corporate Communications), Indian Oil Corporation Ltd. Marketing Division Head Office, IndianOil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East) Mumbai 400051 invites sealed EOI in prescribed proforma from professional **<u>Printing Firms/houses</u>**:

- 1. EOI Ref No.: CC/Empanelment of Minor Printers/2017/02
- 2. Name of EOI: Empanelment of Printers for Indian Oil Corporation Ltd (MD) at Mumbai.
- 3. Download Period: **21 days**
- 4. Last Date & Time for Submission of EOI: On or before 15.00 hours of 22nd January, 2018
- Contact Person: Anjali Bhave, DGM (CC) Telephone: (022) 26447549 Email: anjalib@indianoil.in

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

PROCEDURE FOR EMPANELMENT

EOIs are invited from all eligible and interested Printers for empanelment with Indian Oil Corporation Ltd., Mumbai office as per the following procedure:

- Screening of EOIs as per eligibility conditions based on documents submitted
- Physical inspection of facilities by department committee.
- Evaluation and recommendation of short-listed agencies based upon the criteria mentioned hereafter and documents submitted for next stage evaluation

DURATION OF EMPANELMENT

The empanelment will be valid for a period of three years. However, it may be further extended for one more year on the mutual consent but on the same terms and conditions.

QUALIFYING CRITERIA

- I. <u>Stage 1:</u> Eligibility Criteria (<u>MINOR PRINTERS</u>) Applicants to fulfill following criteria to move to stage 2
- Own facility: The printers should have their own printing facilities in Mumbai city or Mumbai metropolitan region that will be physically verified by the departmental committee.
- 2. Financial Standing: The agency should have annual turnover of Rs. 1 Crore over the last three financial years i.e. 2016-17; 2015-16 and 2014-15. The minimum turnover should be in term of printing only. Duly audited balance sheets to be submitted to support the same.
- **3. Experience:** Firm should be working in the field of offset printing for a minimum period of five years and should have executed/completed at least one work order of Rs. 50 lakhs or more in last five years or two work orders of at least Rs. 40 lakhs or more or three work orders of Rs. 30 lakhs or more in last five years.
 - **4. Equipment /machines:** The following equipment / machines have to be necessarily present with the printer as part of their standard equipment.
 - i. Pre-press : Experienced DTP department, original software, drum and flat bed scanners, 5 and 4 colour sheet fed machine and web offset machine

Name & Signature of Applicant along with stamp

- ii. Post Press: facilities like punching, pasting, binding, pinning, lamination, folding.
- 5. In-house generator facility at Press:
- 6. Manpower:
- **7. Tax registrations/Certificates:** The Printer should submit PAN No; PF Registration; GST registration/certificate etc. The printer should have the requisite registration and permissions of the State and other regulatory authorities (Necessary copies of State registration and BMC license to be enclosed).

8. Capabilities: (To be Self Certified):

1. Samples of at least 5 print jobs in four/five colour and coating Offset of different clients completely printed and produced by printer to be enclosed.

SUBMISSION OF DOCUMENTS

The entire set of EOI document should be submitted along with documentary proof as explained above. Each page should be signed and stamped by the authorised signatory and submitted in a sealed envelope with "EOI for Empanelment of Printers - HO/CC/Empanelment of Printers/2017/ Minor Printer" and send to following address:

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

The envelope containing the filled form (with relevant enclosures) may be placed in the drop box provided for the Corporate Communications at the above mentioned addresses **on or before** 15.00 hours of 22nd January, 2018.

EVALUATION METHODOLOGY OF EOIs

- 1. First-stage/Screening: A committee will undertake the initial screening of all the applications based on the qualifying criteria. Applicants not meeting any of the qualifying criteria and other essential conditions, etc., mentioned in the EOI document will be summarily rejected. Refer Form-1.
- 2. **Second-stage short-listing:** Assessment based on documents submitted, printing samples and through physical verification by departmental committee (Format 'A' enclosed at Annexure II)-100 marks.
 - Qualifying agencies to score at least 60 % each at each stage of evaluation Evaluation 1 (printing press set up) and Evaluation 2 (work samples). In case printing press is unable to score 60 % in any of the criteria it will be disqualified. To qualify total score of Evaluation 1 & 2 must add upto 60 marks or more, on the basis of printing samples and physical verification of press set up. (Refer Annexure-II)
- 3. The agencies will be ranked and 3 to 6 agencies will be empanelled on merit as per organisation's requirement.
- 4. Distribution of work: The quantum of work to be distributed amongst the agencies will not be related to their ranking. All the selected agencies will be considered at par. IOCL reserves the right to distribute the work as per its convenience, requirements and discretion. IOCL may distribute the work segment-wise or otherwise as it deems fit, which may be changed from time to time. IOCL may also vary the work based upon the quality of work, creativity, responsiveness, etc., of the agency.
- 5. **IOCL reserves the right to decrease or increase the number of empanelled Print agencies at any point in time.** It reserves the right to change the scope of work/get any work or any part of the work mentioned in the EOI from any other agency whether empanelled or not.

First Stage Screening

FORM-1 | PARTICULARS FOR EMPANELMENT OF Printers

Name of the Printing Press								-			
Whether press owned by you											
Mailing Addre	Mailing Address										
Phone No(s).											
E-mail:											
	Name										
Contact Person	Designatior	ı									
	Cell Numbe	er									
(Please attach	Year of commencement: (Please attach registration documents for proof)										
	Turnover (Rs. in Crore) (Please attach audited balance		2016-17 2015-16 Experience		2014-15						
Work order details with copies	details with five yea		akhs in last 2 WOs of Rs40 lakhs in 3 WO			'Os of Rs30 lakhs in last five years					
	Top five clients 1. (Names only) 3. 4. 5.								<u> </u>		
	Equipm			nd Mad	hine	r y (S	elf-certi	fied)			
Pre-press (Pls mention numbers)											
Post-press											
Generator facility	Voc/No										

Work Samples printed at the facility				
	1.			
Top 5 print jobs in four/five colour	2.			
and coating offset of different	3.			
clients. Enclose samples.	4.			
	5.			
Tax Regi	strations and Certificates			
PAN Number				
GST Number				
BMC License and other state				
registration				

-		
1.	Documentary proof of commencement	
2.	Duly audited copy of the Annual Report and Balance Sheet for the last three financial years.	
3.	Top five clients-	letters of empanelment
4.	Information about pre-press and post press machinery	Self certified
5.	Confirmation letter that the agency is in a position to provide a dedicated team (as per client's approval) for servicing IndianOil.	On letterhead of the company
6.	Top 5 print jobs in four/five colour and coating offset-	samples to be attached
7.	Copy of PF registration and other documents in support of manpower strength at Metro office applied for and other branch offices.	Certificate to be attached
8.	PAN No., and GST Certificate/registration	Certificate to be attached
9.	State Registration/BMC license	Certificate to be attached

CHECKLIST OF ENCLOSURES TO BE SUBMITTED

TERMS AND CONDITIONS OF THE TENDER

- 1. The Expression of Interest format may be downloaded from www.iocl.com/talktous/SupplierNotices.aspx and information filled in the space provided.
- 2. Only those applications complete in all respects will be accepted for further scrutiny.
- 3. The application once submitted will be considered final and any subsequent changes/additional information will not be entertained.
- 4. Entries received beyond 15:00 Hrs on 22.1.2018 will not be entertained and all such entries will be deemed as rejected.
- 5. IndianOil will not be responsible for delayed receipt of the documents at its end for any reason whatsoever.
- 6. Names of the agencies selected after the empanelment process will be hosted on our website on completion of all formalities. No correspondence on the above subject will be entertained.
- 7. Indian Oil Corporation Ltd. reserves the right to reject any or all applications without assigning any reason(s) thereof.
- 8. Tenders shall be valid for a period of 180 days from the date of opening of tender for all bidders and for a period of three years for the empanelled agencies.
- 9. Empanelled printers will be eligible to compete with other printers in the list for jobs and the least cost supplier will be selected after due process and procedure at IndianOil.

ANNEXURE-I

SCOPE OF WORK

The nature of work consists of Printing Firms/houses for undertaking wide range of printing works like Corporate Magazines, Brochures, Booklets, Posters, Diaries, Calendars, Coffee Table Books, and other unspecified printing materials etc.

The panel of printers empanelled through this Tender shall be eligible to participate in future tenders to be floated by IndianOil to undertake all or any of the above jobs.

Empanelment For	Offices to be serviced				Location
Mumbai	Marketing HO, Western Regiona			Regional	Mumbai
	Office, Mah	arasht	ra State Off		

ANNEXURE-II

PARAMETERS FOR EVALUATION- STAGE II

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

Qualifying agencies to score at least 60 % each at each stage of evaluation – Evaluation 1 (printing press set up) and Evaluation 2 (work samples). In case printing press is unable to score 60 % in any of the criteria it will be disqualified. To qualify total score of Evaluation 1 & 2 must add upto 60 marks or more.

Evaluation 1			Evaluation 2					
Name	Based on phys	ng press setup (60) ical verificatio ommittee	n by the	Coffee Table/presti gious booklets printed Annual Report (10)	5 colour printing (10)	Brochures and pamphlets and posters (10)	Innovating printing/cutt ing on covers (10)	Total (100)
	Machinery (20)	Manpower setup (20)	Overall impact (20)					

ANNEXURE-III

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

Authorization for signing of EOI Documents

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

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

Signature:		
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Full Name:_____

Designation:_____

Address:_____

ANNEXURE-IV

GENERAL INSTRUCTIONS TO APPLICANTS

1. Signing of EOI:

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

2. Submission of EOI:

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

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

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

3. Last date and time for submission of EOIs:

- 3.1 All EOIs shall be received by the IOCL at the address specified under Para 2, not later than the date and time specified in the EOI.
- 3.2 IOC may, at its discretion, extend the date and time for the submission of EOIs by amending the EOI documents in which case, all rights and obligations of IOC and applicants shall subject to the extended date and time.
- 3.3 Any EOI received after the specified date & time for submission of EOIs shall be rejected and returned unopened to the applicants.
- 3.4 IOC shall not be responsible if the EOIs are delivered elsewhere.

4. Summary rejection of EOI:

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

- a. EOI received after the specified closing time.
- b. Correction or overwriting not signed by the authorized signatory.
- c. Documents asked for and not attached.
- d. Conditional EOI
- e. Any EOI received unsealed/unsigned and/or not signed by.
- f. Applicants giving false information, fabricated documents, thereby concealing facts, misrepresenting and misleading IOC.
- g. All forms not duly filled in and signed.

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

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

6. Right to cancel the contract:

- 6.1 IOC shall have the right to cancel the contract wholly or in part in the event it is obliged to do so, on account of any decline, diminution, curtailment or stoppage of the work(s), by giving three months notice.
- 6.2 IOC shall have the right to cancel the contract if subsequently it is found that the empanelled agency is owned by a "member of family" of an employee working in IOC.
- 6.3 The bidder who is a "member of family" of an employee working in IOC, is not eligible or this EOI. "Members of family" in relation to an employee working in IOC include:
 - a. The wife or husband, as the case may be, of the employee working in IOC, whether residing with the Government servant or not, but does not include a wife or husband, as the case may be, separated from the Government servant by decree or order of a competent court.

Name & Signature of Applicant along with stamp

- b. Son/daughter or stepson/stepdaughter of an employee of IOC, who is wholly dependent on him, but does not include a child or step child who is no longer, in any way, dependent on the employee working in IOC or whose custody, the employee has been deprived of, under the law.
- c. Any other person related, whether by blood or marriage, to an employee working in IOC, or to employee's wife or husband, and is wholly dependent on the employee working in IOC.
- 6.4 It is binding on every applicant to give declaration along with the EOI in the prescribed Performa as per Annexure V.

7. Agreement:

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

8. Force Majeur

If at any time, during the currency of this contract, the performance, in whole or in part, of any obligation(s) by either party under this contract, shall be prevented or delayed by reason(s) of war, hostility, acts o the public enemy, civil disturnance, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lockout or act of God (herein after referred to as events), provided notice of happenings of any such event is given by either party to the other within 21 days from the date o occurrence thereof, neither party shall, by reasons of such event, be entitled to terminate this contract nor shall either party have any such claim for damages against the other, in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event(s) may come to an end or cease to exist. The decision of IOC as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided, further that the performance in whole or in part of any obligation(s) under the contract is prevented or delayed by reason(s) of any such event for a period exceeding 60 days, either party may, at its discretion, terminate the contract. The decision of IOC, Mktg. HO, Mumbai, as to whether an event justifies invocation of force majeur shall be final and conclusive.

9. Termination for default

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

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

10. Termination for insolvency

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

11. Dispute resolution/Arbitration

Any question, dispute or differences, arising out of/ or in connection with the EOI documents or breach, termination or validity hereof, shall be first endeavoured to be settled through friendly discussions or negotiations between the parties. If the dispute cannot be amicably settled by either party, the same shall be finally settled by Arbitration conducted in Mumbai, in accordance with The Arbitration of Conciliation Act, 1996, any modifications or re-enactments thereto, and relevant laws and regulations in force at that time in India. All such disputes and differences, which may arise between the parties hereto as to the meaning, construction, or effect of any o the terms and provisions of this document or as to the right or claim of either party under this document, shall be referred to the sole arbitration o the Management of IOC or its nominee, including any officer of IOC nominated by the Management, and the applicant shall not raise any objection to such arbitration on the ground that the arbitrator is an officer o IO and as such is an interested party or that the arbitrator so appointed has earlier dealt with the subject matter of this document. Any order/ directions/ awards of the arbitrator shall be final and be governed by the provisions of The Arbitration and Conciliation Act, 1996, or of any statutory amendment thereto or any re-enactment thereof for the time being in force. The arbitrator so appointed shall pass a speaking award. The courts at Mumbai shall have exclusive jurisdiction.

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

ANNEXURE-V

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

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

Signature & Seal of applicant of EOI:

Signature:	
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Full Name:	
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Designation:_____

Address:_____

ANNEXURE-VI

On Agency Letter Head

DELCLARATION OF BLACK LISTING / HOLIDAY LISTING

In the case of a Proprietary Concern :

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

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

In the case of a Partnership Firm :

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

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

ANNEXURE-VII

On Agency Letter Head

PROFORMA OF DELCLARATION REGARDING CHILD LABOUR

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

PLACE:

DATE:

SIGNATURE OF THE APPLICANT