INDIAN OIL CORPORATION LIMITED

Marketing Division, Head Office

IndianOil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai – 400 051, Maharashtra

EXPRESSION OF INTEREST (EOI) FOR SELECTION OF AGGREGATOR(S) FOR LAUNCH OF IOCL BRANDED PACKAGED DRINKING WATER AT IOCL RETAIL OUTLETS

EOI Reference No.: IOCL/HO/RS/PDW/EOI/09/2026

Date of Issue: 18.09.2026

Retail Sales – Non-Fuel Revenue (NFR)

This document is issued only to solicit responses. It is not an offer, an invitation to bid or a commitment of award by IndianOil.

NOTICE INVITING EXPRESSION OF INTEREST

Indian Oil Corporation Limited (IOCL), Marketing Division Head Office, Mumbai, invites Expressions of Interest (EOI) from eligible proprietorship concerns, partnership firms, Limited Liability Partnerships, companies and consortia with sound technical and financial standing for **selection of Aggregator(s) for launch of IOCL branded Packaged Drinking Water (PDW) at IOCL retail outlets**, on the terms set out in this document.

Sr.	Particulars	Details
1	EOI Reference No.	IOCL/HO/RS/PDW/EOI/09/2026
2	Name of EOI	EXPRESSION OF INTEREST (EOI) FOR SELECTION OF AGGREGATOR(S) FOR LAUNCH OF IOCL BRANDED PACKAGED DRINKING WATER AT IOCL RETAIL OUTLETS
3	Date of issue of EOI	**18.09.2026**
4	EOI document available at	IOCL website (https://iocl.com) – Tenders section, and IOCL E Tender Portal
5	Last date and time for pre-bid queries	**28.09.2026** up to **17:00** hrs IST, by e-mail in Form-13
6	Pre-bid meeting	**30.09.2026** at **15:00** hrs IST; mode: **virtual Link for meeting – https://teams.microsoft.com/meet/430411969563316?p=HTwCx7hOVtNDHTM4T6**
7	Last date and time for submission of EOI	**16.10.2026** up to **17:00** hrs IST
8	Date of opening of EOI responses	**19.10.2026** at **12:00** hrs IST
9	Mode of submission	By e-mail to IOCLNFR@indianoil.in or IOCL E Tender Portal (refer Section 5)
10	EOI security / Earnest Money Deposit	Nil at EOI stage
11	Validity of EOI response	90 (ninety) days from the last date of submission
12	Contact for all communication	General Manager (Retail Sales – NFR), Marketing Head Office – e-mail: IOCLNFR@indianoil.in

Any corrigendum, addendum, clarification or extension relating to this EOI will be published only on the websites listed at Sr. 4 above. Applicants are advised to check these websites regularly; no separate intimation will be sent.

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SECTION 1: IOCL INTENT

1.1 About IndianOil

Indian Oil Corporation Limited (IOCL), a Maharatna Central Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India, is India's largest petroleum marketing company, with a network of over 43,000 retail outlets (ROs) across the country.

1.2 The Initiative

As part of its strategy to grow Non-Fuel Revenue (NFR) and to offer value-added products to its customers, IOCL proposes to launch **its own brand of Packaged Drinking Water (PDW)** at its retail outlets. To achieve rapid rollout with minimal capital investment, IOCL has decided to adopt an **Aggregator-led business model**, in which the selected Aggregator(s) will be responsible for end-to-end execution – manufacturing through approved facilities, quality assurance, supply chain, logistics and rollout – while **ownership of the brand remains exclusively with IOCL**.

1.3 Scope of this EOI – Retail Outlet Network Only

(a) This EOI covers supply of IOCL branded PDW **only to IOCL retail outlets** (all ownership types, including COCO, CODO, DODO outlets and Kisan Seva Kendras) designated by IOCL.

(b) This EOI **does not cover** any other line of business or channel of IOCL, including LPG distributorships, institutional / direct customers, IOCL offices, joint ventures, subsidiaries, alliance partners, e-commerce, or sale in the open market / general trade (bazaar).

(c) IOCL reserves the sole discretion to extend the engagement to any such channel at a later date, on a mutual consent basis and on terms to be finalised at that time, or to engage any other party for such channels.

(d) The Aggregator shall not sell or supply IOCL branded PDW through any channel or to any party not designated by IOCL. Any such sale shall be a breach of the engagement.

1.4 Proposed Business Model

IOCL Brand owner	→	**Aggregator** (National / Regional)	→	**Approved Manufacturing Network**	→	**Regional Warehouse / Distributor**	→	**IOCL Retail Outlets**

The Aggregator shall be the **single-point accountable entity** to IOCL for manufacturing arrangements, vendor management, quality assurance, supply chain management, logistics, regulatory compliance, inventory management, and reporting and analytics.

1.5 Regional Packages

The engagement is proposed in four regional packages. Applicants may apply for one or more regions (refer Clause 2.4).

Region	States	Union Territories	IOCL ROs*	of which Highway ROs*
North	Haryana, Himachal Pradesh, Punjab, Rajasthan, Uttarakhand, Uttar Pradesh	Chandigarh, Delhi (NCT), Jammu & Kashmir, Ladakh	15,086	6,792
South	Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Telangana	Puducherry, Lakshadweep	11,165	5,670
East	Bihar, Jharkhand, Odisha, West Bengal, Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura	Andaman & Nicobar Islands	7,916	3,753
West	Goa, Gujarat, Maharashtra, Madhya Pradesh, Chhattisgarh	Dadra & Nagar Haveli and Daman & Diu	9,436	5,220

Region	States	Union Territories	IOCL ROs*	of which Highway ROs*
Total			**43,603**	**21,435**

** Approximate count of IOCL retail outlets as on 01.09.2026, indicative only. "Highway ROs" are outlets located on National and State Highways. The number of outlets that will actually be serviced will depend on business requirements and is not a commitment by IOCL.*

IOCL reserves the right to modify regional boundaries, to appoint one or more Aggregators in any region, to allot more than one region to an Aggregator (any cap on the number of regions allotted to one party may be specified at the bid stage), or to appoint a National Aggregator, as it considers appropriate.

1.6 Network Rollout Priority

The rollout is envisaged to be led by highway ROs, where on-the-go demand for drinking water is highest, followed by urban and semi-urban outlets:

Priority	Market segment of IOCL ROs
Priority 1	National Highway and State Highway outlets
Priority 2	Tier-1 and Tier-2 urban outlets
Priority 3	Tier-3 outlets
Priority 4	Rural outlets

1.7 Product Portfolio

Phase-I: Packaged Drinking Water in PET bottles of **250 ml, 500 ml and 1 litre**, with the 1 litre pack envisaged as the lead product.

Future expansion: IOCL may subsequently introduce premium water, natural mineral water, alkaline water, functional hydration products and additional pack sizes. The Aggregator shall support such expansion on terms to be mutually agreed, subject to technical feasibility and regulatory compliance.

1.8 Nature of this EOI

This EOI is issued **solely to solicit responses** and to identify interested and capable parties. It is not an offer, an invitation to bid or a commitment by IOCL to award any work. Submission of a response does not confer any right on the applicant to be shortlisted, selected or awarded any work.

IOCL reserves the right to award the work subsequently through any mode it may deem fit, at its sole discretion, subject to its internal policy and without assigning any reason (refer Clause 1.9).

1.9 Selection Process (Indicative)

1. **EOI stage:** Applicants submit responses with documents against the qualification criteria in Section 3, along with the Business Approach Note and the Indicative Business Case (Clause 3.5).
2. **Scrutiny and shortlisting:** The standing committee constituted by the function (Retail Sales – NFR) scrutinises the responses and shortlists technically and financially capable applicants. IOCL may seek clarifications, verify documents against originals and/or call for presentations.
3. **Selection:** Post-shortlisting, IOCL may, at its sole discretion and subject to its internal policy, **either** select the Aggregator(s) through a bid process (PQC/RFP, limited tender or any other mode as IOCL may deem fit), in which bidders may be required to quote a **revenue share (%) on the Dealer Landed Price (DLP), excluding GST**, and to furnish bid security, **or** directly onboard suitable shortlisted parties. Where more than one shortlisted party is available for a region, selection will be made in a competitive manner in line with IOCL's internal policy.
4. **Pre-selection requirements:** Before selection, the party shall furnish details of its proposed manufacturing plant(s) with supporting documents (Clause 3.4 and Form-6), if not already submitted with the EOI. IOCL may inspect the proposed plants.
5. **Award and agreement:** The selected party executes a definitive agreement with IOCL on the commercial framework in Clause 4.6 and furnishes the performance security.

*In this document, "**bid stage**" means the stage after shortlisting at which IOCL selects the Aggregator(s) under point 3 above, whether through a bid process or by direct onboarding.*

1.10 Key Definitions

Term	Meaning in this EOI
Aggregator	The entity selected by IOCL to execute the engagement for one or more regions, being the single point of accountability to IOCL.
Applicant	An entity eligible under Clause 2.1, or a Consortium, submitting a response to this EOI.
Proprietorship	A sole proprietorship concern owned by one individual who bears all business risks and benefits.
Partnership firm	A firm constituted under the Indian Partnership Act, 1932.
Company	An entity incorporated under the Companies Act, 1956 or the Companies Act, 2013.
Joint Venture (JV)	An incorporated entity formed by two or more parties through an equity-based arrangement; treated as a Company for this EOI.
Consortium	A contractual arrangement between two or more legal entities, without creation of a new legal entity, formed to respond to this EOI.
Lead Member	The member of a Consortium authorised by all other members, through an irrevocable Power of Attorney, to act on their behalf.
Retail Outlet (RO)	A retail outlet of IOCL of any ownership type (COCO, CODO, DODO, Kisan Seva Kendra) designated by IOCL for this engagement.
Dealer Landed Price (DLP)	The price, excluding GST, at which the product is supplied to IOCL RO dealers. IOCL's revenue share is built into the DLP and is remitted by the Aggregator.
Approved Manufacturing Network	Manufacturing plants, owned by the Aggregator or tied up with it, that meet the standards in Clause 3.4 and are approved by IOCL.
Region	Each of the four regional packages (North, South, East, West) described in Clause 1.5.
Highway RO	An IOCL retail outlet located on a National Highway or State Highway.
Bid stage	The selection stage after shortlisting, as described in Clause 1.9(3).

In case of any doubt about the meaning of any term in this EOI, IOCL's interpretation shall be final and binding.

SECTION 2: PARTIES WHO CAN APPLY

2.1 Eligible Entities

The following Indian entities may apply, either individually or as members of a Consortium:

(a) a **sole proprietorship** concern;

(b) a **partnership firm** constituted under the Indian Partnership Act, 1932;

(c) a **Limited Liability Partnership (LLP)** registered under the Limited Liability Partnership Act, 2008;

(d) a **Company** incorporated under the Companies Act, 1956 or 2013, including an incorporated **Joint Venture**; and

(e) a **Consortium** of any of the above, meeting the conditions in Clause 2.2.

Only Indian entities are eligible. Societies, trusts and individuals (other than as the proprietor of a proprietorship concern) are not eligible.

An incorporated JV may use the credentials of its shareholder entities for qualification. In that case, the details and documents of those shareholder entities shall be furnished, and the response shall also be signed by the legal representative of the majority shareholder or, where there is no majority shareholder, of shareholders together holding at least 51% of the equity of the JV.

2.2 Conditions for Consortium

(a) The Consortium shall have **not more than five (05) members**, including the Lead Member. Each member shall be an entity eligible under Clause 2.1(a) to (d).

(b) The **Lead Member shall hold not less than 26%** share/participation in the Consortium and shall be an Indian entity.

(c) **A Consortium Agreement is mandatory** and shall be submitted with the EOI response on non-judicial stamp paper of appropriate value. It shall be specific to this engagement and shall state, among other things: the objective of the Consortium; the Lead Member and each member's percentage share; the management structure; the technical and financial responsibilities of each member; the credentials contributed by each member; and the commitment of all members to be **jointly and severally liable** to IOCL.

(d) The **qualification criteria in Section 3 may be fulfilled collectively** by the members of the Consortium. The technical credentials, turnover and net worth of the members will be aggregated, and the combined average EBITDA shall be positive.

(e) All members shall execute an **irrevocable Power of Attorney** in favour of the Lead Member (Form-8), duly notarised, authorising the Lead Member to submit the response, negotiate, conclude the contract, incur liabilities and receive instructions on behalf of all members.

(f) The Lead Member shall be the single point of contact with IOCL. All correspondence, execution of the contract and payments, including remittance of IOCL's revenue share, shall be only through the Lead Member. If the engagement is awarded, the Consortium shall operate a separate bank account through which all its financial obligations to IOCL are discharged.

(g) The response shall be signed by the legally authorised signatories of all members. Each member shall separately submit the documents and declarations marked "each member" in Annexure-I.

(h) A default by the Lead Member shall be treated as a default by the Consortium. Each member shall be liable for the performance of the entire contract, irrespective of the allocation of work among members.

(i) The composition, shares and legal status of the Consortium shall not be changed after submission of the response and until the completion of the contract, except with IOCL's prior written approval. Any unapproved change may lead to rejection of the response or termination of the contract.

(j) If the Consortium Agreement is not acceptable to IOCL, the Consortium shall modify it as required by IOCL, without any change in its composition.

(k) If the Consortium breaks up for any reason during the contract, IOCL shall have the right to decide whether to continue the contract with the Lead Member.

2.3 Restrictions and Ineligibility

(a) **One application per party:** A party may submit only one response, whether individually or as a member of one Consortium. A party submitting a response individually shall not be a member of any Consortium, and no party shall be a member of more than one Consortium. All responses involving such a party are liable to be rejected.

(b) An applicant (or any Consortium member), or in the case of a proprietorship or partnership firm its proprietor or any partner, that is on the holiday list, banned or debarred by IOCL or by the Ministry of Petroleum & Natural Gas is not eligible.

(c) An applicant (or any Consortium member) undergoing insolvency resolution, liquidation or bankruptcy proceedings is liable to be rejected (Form-11).

(d) An applicant from a country sharing a land border with India, or whose beneficial owner is from such a country, shall be eligible only if registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), in accordance with the Government of India orders issued under Rule 144(xi) of the General Financial Rules, 2017, as amended.

(e) Consultants engaged by IOCL for this initiative, their subsidiaries and entities under their management are not eligible.

(f) An applicant that is, or is owned or controlled by, a "member of family" of an IOCL employee, as defined under IOCL's rules, is not eligible. Relationships with IOCL Directors and employment of retired IOCL officials shall be disclosed in Form-10.

2.4 Applying for One or More Regions

An applicant may apply for one, more than one, or all four regions in a single response, by indicating its choice in Form-1. **Where an applicant applies for more than one region, it must meet the sum of the turnover and net worth thresholds of all the regions applied for** (refer Clause 3.3). If an applicant does not meet the combined thresholds, IOCL may, at its discretion, consider it only for the region(s) whose combined thresholds it meets, in the order of preference given in Form-1.

SECTION 3: QUALIFICATION CRITERIA AND SUPPORTING DOCUMENTS

To be considered for shortlisting, an applicant must meet **all** of the following, supported by the documents specified: legal eligibility (Section 2 and Clause 3.1), technical experience (Clause 3.2) and financial eligibility (Clause 3.3). It must also submit the Business Approach Note and the Indicative Business Case (Clause 3.5). Responses without the required supporting documents are liable to be rejected.

Details of the proposed manufacturing plants (Clause 3.4) are **required prior to selection** and are **optional at the EOI stage**.

3.1 Legal Status – Documents

Sr.	Document	Submitted by
1	**Constitution documents**, as applicable: – Company / incorporated JV: Certificate of Incorporation; Memorandum and Articles of Association – LLP: Certificate of Registration; LLP Agreement – Partnership firm: Partnership Deed; Certificate of Registration with the Registrar of Firms (if registered) – Proprietorship: Undertaking of sole proprietorship on letterhead; Udyam / Shops & Establishment registration or trade licence	Applicant / each member
2	PAN card and GST registration certificate(s)	Applicant / each member
3	Document showing the authority of the signatory, as specified in Form-7 (not required where the proprietor signs personally)	Applicant / each member
4	Consortium Agreement and irrevocable Power of Attorney in favour of the Lead Member (Form-8)	Consortium
5	Where an incorporated JV relies on its shareholders' credentials: the documents at Sr. 1 and 2 for those shareholders, and the authority of the shareholders' signatories (Clause 2.1)	Incorporated JV

3.2 Technical Experience

The applicant must satisfy **at least one** of the following categories:

Category	Criterion	Supporting documents
A	Operation of packaged drinking water manufacturing facilities for a **minimum of three (3) years**.	FSSAI licence(s) of the plant(s) covering the three-year period; factory licence; statement of production for the relevant years; Form-4 certified by the Statutory Auditor / Chartered Accountant.
B	National FMCG beverage distribution experience covering **at least seven (7) States**.	Distribution / supply agreements with the brand owner(s); evidence of sales in each State (e.g. State-wise GST returns or invoices); Form-4 certified by the Statutory Auditor / Chartered Accountant.
C	White-label beverage manufacturing and supply experience for **national brands**.	Contract manufacturing / white-label agreements with the brand owner(s); purchase orders or certificates from the brand owner(s); Form-4 certified by the Statutory Auditor / Chartered Accountant.

Experience of the applicant's own operations only will be considered; experience of parent, group or associate entities will not be considered unless they are members of the Consortium (or shareholder entities of an incorporated JV under Clause 2.1). IOCL's assessment of whether a brand is a "national brand" and whether the experience is relevant shall be final.

3.3 Financial Eligibility

The applicant must meet **all three** of the following criteria:

(a) **Turnover:** Average annual turnover in the last three financial years (FY 2023-24, 2024-25 and 2025-26) shall be **not less than the threshold** of the region(s) applied for, as given below.

(b) **Net worth:** Net worth as at the end of the latest financial year (31.03.2026) shall be positive and **not less than the threshold** of the region(s) applied for, as given below.

(c) **Profitability:** The average EBITDA (Earnings Before Interest, Tax, Depreciation and Amortisation) of the last three financial years shall be **positive**.

Region	Minimum average annual turnover (₹ crore)	Minimum net worth (₹ crore)
North	13.55	1.35
South	10.00	1.00
East	7.10	0.70
West	8.45	0.85
All four regions	**39.10**	**3.90**

Multiple regions: An applicant applying for more than one region must meet the **sum** of the thresholds of those regions. Example: for North and East, the minimum average annual turnover is ₹ 20.65 crore and the minimum net worth is ₹ 2.05 crore.

Notes on financial eligibility

(i) **Turnover** means revenue from operations as per the statement of profit and loss, excluding other income.

(ii) **Net worth** means: for a Company, paid-up share capital plus free reserves and surplus, excluding revaluation reserves, less accumulated losses and deferred / miscellaneous expenditure not written off; for an LLP or a partnership firm, the partners' capital and current accounts plus reserves, less accumulated losses; and for a proprietorship, the proprietor's capital account of the business plus reserves, less accumulated losses.

(iii) **Financial statements** shall be audited. Where statutory audit is not mandatory for the applicant, financial statements certified by a practising Chartered Accountant, along with the Income Tax Return acknowledgements for the respective years, will be accepted.

(iv) If the financial statements for FY 2025-26 are not yet finalised / audited, those of FY 2022-23, 2023-24 and 2024-25 will be considered, along with a certificate from the Chartered Accountant to that effect. There will be no relaxation in the threshold values.

(v) For a Consortium, the turnover and net worth of the members will be aggregated, and the combined average EBITDA shall be positive (Clause 2.2(d)).

(vi) Figures in foreign currency shall be converted to Indian Rupees at the SBI TT selling rate as on the date of the respective balance sheet.

(vii) No relaxation is available to Micro & Small Enterprises or Startups under this EOI.

Documents: Financial statements (balance sheet, statement of profit and loss, notes and, where applicable, auditor's report) for the three financial years, and Form-5 certified by a practising Chartered Accountant **with UDIN**.

3.4 Manufacturing Standards and Plant Details

The Aggregator shall produce IOCL branded PDW only through manufacturing plants, owned or tied up, that meet the standards below and are approved by IOCL. **Details of the proposed manufacturing plant(s) for each region, in Form-6 with the supporting documents listed below, shall be required from the party prior to its selection.** Applicants may, at their option, submit these details with the EOI response. **Non-submission of plant details at the EOI stage shall not be a ground for rejection.** Tie-ups shall be supported by a Memorandum of Understanding (MoU) / Letter of Intent (LoI) with the plant owner.

(A) Mandatory standards

Sr.	Standard	Supporting documents
1	**Valid FSSAI licence** for manufacture of packaged drinking water.	Copy of licence

Sr.	Standard	Supporting documents
2	**Either** a valid BIS licence (IS 14543) for packaged drinking water, **or** documented compliance with the FSSAI Scheme of Testing for Packaged Drinking Water, effective from 01.01.2026 (FSSAI letter dated 17.12.2025).	Copy of BIS licence, or test records / NABL laboratory reports under the FSSAI Scheme of Testing
3	Valid factory licence.	Copy of licence
4	Valid Consent to Operate from the State Pollution Control Board.	Copy of consent
5	All other local statutory approvals applicable to the location.	Self-declaration in Form-6, with copies
6	Plant in operation for **at least three (3) years**; or, for a new plant, **at least twelve (12) months** of completed commercial operation.	Licence / commercial production records
7	Fully automatic bottling line, with automatic bottle blowing, automatic filling and capping, and labelling and shrink-wrap packing.	Plant details in Form-6; photographs
8	In-house laboratory with a qualified chemist; microbiological testing facility in-house or a formal arrangement with an NABL-accredited laboratory.	Details in Form-6; copy of NABL arrangement, if any
9	In the last three (3) years, the plant has not suffered suspension of its BIS licence (where applicable) or FSSAI licence; has not been debarred by any Government agency; and has not faced confirmed food-safety violations resulting in plant closure.	Declaration in Form-6

(B) Preferred

ISO 22000 certification of the plant.

The above standards are minimum requirements. They may be supplemented at the bid stage; any relaxation shall be subject to IOCL's internal policy. IOCL may inspect any proposed plant prior to selection or at any time thereafter, and production shall commence only at plants approved by IOCL. The same standards and approval shall apply to any plant added or replaced during the contract.

3.5 Business Approach Note and Indicative Business Case

(A) Business Approach Note

The applicant shall submit a Business Approach Note of not more than eight (8) pages, as outlined in Annexure-II.

(B) Indicative Business Case (Form-14)

The applicant shall submit an indicative, SKU-wise business case in Form-14, showing the cost build-up, the proposed Dealer Landed Price (DLP), dealer margin and IOCL share, and the key assumptions. The following reference information is provided for this purpose:

SKU (PET)	Tentative MRP incl. GST (₹ per unit)	Typical pack
250 ml	6.00	24 units per carton
500 ml	10.00	12 units per carton
1 litre (lead product)	20.00	12 units per carton

IOCL's indicative expectation	Value
Dealer margin, as a percentage of MRP (excluding GST)	25% to 35%
IOCL share, as a percentage of DLP (excluding GST)	Not less than 12%

(a) IOCL's share is built into the DLP and shall be remitted by the Aggregator. It is not payable by the dealer.

(b) The cost of visi-coolers and all other costs of the Aggregator shall be recovered within the Aggregator's share of the DLP and shall be reflected in Form-14.

(c) **The indicative business case is non-binding. It is not a bid or an offer, and it will not be used as a pass/fail criterion for shortlisting.** IOCL may discuss it with the applicant and may use the inputs received to fix the product pricing, the DLP:MRP ratio and the dealer margin.

(d) The tentative MRP and IOCL's expectations above are for reference only and may be revised by IOCL. The final commercial terms shall be as specified by IOCL at the bid stage.

3.6 Evaluation of Responses

(a) Responses will be evaluated on the basis of the documents submitted against Sections 2 and 3 and the declarations in Section 9.

(b) IOCL may, at its discretion, seek clarifications or additional documents, which shall be furnished within the time allowed. No change in the substance of the response will be permitted.

(c) Shortlisted applicants shall produce original documents for verification, on a date and at a place to be communicated. IOCL may also verify documents with the issuing authority or any other source.

(d) IOCL may invite applicants to make a presentation on their Business Approach Note and Indicative Business Case, and may inspect proposed plants prior to selection.

(e) Shortlisting will be done by the standing committee constituted by the function (Retail Sales – NFR), whose decision shall be final. The names of shortlisted applicants may be published on IOCL's website.

SECTION 4: PROPOSED ENGAGEMENT – SCOPE AND COMMERCIAL FRAMEWORK

This section describes the engagement proposed by IOCL so that applicants can assess their interest and capability. It is indicative. The detailed scope, service levels, commercial terms and contractual provisions will be specified at the bid stage and in the definitive agreement.

4.1 Scope of the Aggregator

The Aggregator shall provide end-to-end services for supply to IOCL retail outlets in the region(s) awarded, covering:

Area	Indicative scope
Brand commercialisation	Establishment of the IOCL PDW brand at IOCL retail outlets; rollout plan; packaging implementation; supply-chain launch; dealer engagement; sales promotion support. Placement of visi-coolers at retail outlets as decided by IOCL. The visi-coolers shall be owned by the Aggregator, and their cost shall be borne by the Aggregator and recovered within its share of the DLP. The framework for installation, maintenance, electricity, insurance, branding and exit will be finalised at the bid stage.
Manufacturing	White-label manufacturing under the IOCL brand only through approved facilities meeting Clause 3.4; identification, qualification and management of manufacturing partners; capacity and production planning; procurement of bottles, caps, labels and other packaging material.
Logistics and distribution	Primary and secondary transportation; regional warehousing; inventory management; supply to and servicing of the IOCL retail outlets designated by IOCL, as per the priority in Clause 1.6; management of dealer credit.
Technology	A dashboard giving IOCL visibility of inventory across the region / nation, order management, sales and dispatch monitoring (outlet-wise), demand forecasting and MIS reporting. Requirements on data ownership, cyber-security and integration with IOCL systems will be specified at the bid stage.
Quality assurance	Plant qualification and process audits; product testing; regulatory compliance monitoring; customer complaint handling; product recall management (Clause 4.3).

4.2 Brand Ownership

(a) The brand name shall remain the exclusive property of IOCL.

(b) All trademarks, logos, artwork, packaging designs and related intellectual property shall be owned exclusively by IOCL.

(c) Neither the Aggregator nor any manufacturer shall acquire any right over the brand. The brand may be used only as authorised by IOCL and only for supplies to IOCL retail outlets under the contract (or to any other channel IOCL may later designate under Clause 1.3).

(d) The Aggregator and its manufacturing partners shall not use the IOCL brand, its artwork or packaging, or any look-alike design, for any other product, channel or purpose.

4.3 Quality Framework

A four-tier quality monitoring structure is proposed:

Tier	Responsibility
Tier-1	Plant quality control, in compliance with all FSSAI regulations
Tier-2	Aggregator's quality assurance team
Tier-3	Independent NABL-accredited laboratory
Tier-4	IOCL audit and surveillance

Testing	Minimum frequency
Microbiological parameters	Monthly

Testing	Minimum frequency
Physico-chemical parameters	Quarterly
Comprehensive compliance – all parameters under FSSR 2.10.8 (and BIS, where the plant holds a BIS licence)	Half-yearly
Surprise testing by IOCL or its nominee	At any time

(a) Testing shall in any case meet the FSSAI Scheme of Testing for Packaged Drinking Water, as amended from time to time.

(b) All costs of statutory, routine, surveillance, audit, third-party and recall-related testing shall be borne by the Aggregator, unless IOCL specifically agrees otherwise.

(c) If product samples fail to meet the prescribed standards, IOCL may reject batches, suspend supplies, require a product recall, recover losses, delist the manufacturing unit and/or terminate the contract.

4.4 Packaging Requirements

Every pack shall carry: IOCL brand identity; FSSAI licence number; BIS licence number (where applicable); manufacturing unit code; batch number; date of manufacture; expiry / best-before date; a QR code for traceability; and all other declarations required by law. The Aggregator shall adopt sustainable packaging and comply with Extended Producer Responsibility (EPR) obligations for plastic packaging.

4.5 Distribution Service Standards

Location of retail outlet	Maximum delivery time from order
Metro cities	48 hours
State capitals	72 hours
District headquarters	96 hours
Remote locations	As agreed with IOCL

Service Level Agreements, including resolution timelines for critical and general customer complaints, fill rates, stock availability and associated penalties, will be specified at the bid stage / in the contract.

4.6 Commercial Framework

(a) The engagement will be **revenue-sharing, aggregation-based, multi-year and demand-driven**. Business volumes are not guaranteed and may vary. There will be no minimum guaranteed business from IOCL.

(b) **Product pricing (MRP), the ratio of DLP to MRP and the dealer margin will be fixed and controlled by IOCL** (indicative references are given in Clause 3.5). Any revision will require IOCL's prior approval.

(c) Where selection is through a bid process, bidders may be required to quote the **revenue share payable to IOCL as a percentage of the DLP (excluding GST)**. Where a party is onboarded directly, the revenue share shall be as finalised by IOCL under its internal policy. In either case, IOCL's revenue share is built into the DLP and is not payable by dealers.

(d) In principle, the Aggregator will invoice the RO dealers, bear the associated credit risk, and remit IOCL's revenue share periodically (proposed monthly) against reconciled outlet-wise sales data. IOCL shall have audit rights over the Aggregator's sales records.

(e) All costs of the Aggregator, including visi-coolers, shall be recovered within its share of the DLP.

(f) Exclusivity, if any, will be specified at the bid stage / in the contract.

(g) Detailed provisions on invoicing, payment cycle, reconciliation, taxation, audit and revenue-share settlement will be specified at the bid stage.

4.7 Security

Stage	Security
EOI stage	Nil
Bid stage	Where selection is through a bid process, bid security of an amount to be specified at that stage. It protects IOCL against withdrawal of the bid during its validity, refusal to sign the agreement after award, and failure to furnish performance security.
Contract award stage	Performance security of 3% to 5% of the annual business value (exact amount and form to be specified at the bid stage), to be furnished within 15 days of the Letter of Award, whether the party is selected through a bid process or onboarded directly. It may be invoked for supply failure, quality failure, revenue-share default, non-achievement of service levels or abandonment of the contract, in addition to SLA penalties.

4.8 Contract Period

The initial contract period will be **five (5) years**, extendable by **two (2) + two (2) years** based on IOCL's review of performance.

4.9 Insurance, Indemnity and Liability

The Aggregator will be required to maintain product liability, public liability and product recall insurance throughout the contract, obtain back-to-back indemnities from its manufacturing and logistics partners, and indemnify IOCL against all claims, losses, penalties, regulatory proceedings and consumer claims arising from manufacturing defects, quality failures, contamination, statutory non-compliance or acts and omissions of its partners. Detailed provisions will be specified at the bid stage and in the definitive agreement.

SECTION 5: SUBMISSION OF RESPONSES

5.1 Critical Dates

Activity	Date and time (IST)
Issue of EOI	**18.09.2026**
Last date for pre-bid queries	**28.09.2026**, **17:00** hrs
Pre-bid meeting	**30.09.2026**, **15:00** hrs
Last date for submission of responses	**16.10.2026**, **17:00** hrs
Opening of responses	**19.10.2026**, **12:00** hrs

5.2 Pre-bid Queries and Meeting

(a) Queries shall be sent by e-mail to **IOCLNFR@indianoil.in** in the format at Form-13 (in editable Word / Excel form) by the date in Clause 5.1. Queries received later may not be considered.

(b) A pre-bid meeting will be held on the date in Clause 5.1. Details of the venue or the online meeting link will be communicated by e-mail and/or on IOCL's website.

(c) IOCL's replies to queries and any amendments will be published as a corrigendum / addendum on the websites listed in the Notice Inviting EOI and shall form part of this EOI.

5.3 Mode of Submission

(a) Responses shall be submitted **by e-mail to IOCLNFR@indianoil.in or IOCL E-Tender Portal**. Responses sent by any other mode, including post or hand delivery, will not be accepted.

(b) The subject line of the e-mail shall read: **"EOI Response – IOCL Branded PDW Aggregator – IOCL/HO/RS/PDW/EOI/09/2026 – [Name of Applicant]"**.

(c) The response shall be in PDF format, with every page signed and stamped by the authorised signatory, indexed and page-numbered in the order of the checklist at Annexure-I. Scanned copies shall be clear and legible. Form-14 shall also be sent in editable Excel / Word form.

(d) If the total size exceeds 20 MB, the response may be sent in more than one e-mail, with the subject line suffixed "Part 1 of n", "Part 2 of n", and so on. All parts must be received before the deadline.

(e) For email submissions, the time of receipt in IOCL's mailbox shall be treated as the time of submission. For portal submissions, the timestamp generated by the portal shall prevail.

(f) Responses received after the deadline will not be considered.

(g) IOCL may, at its discretion, extend the deadline by issuing a corrigendum. All rights and obligations will then apply to the extended deadline.

5.4 Language, Signing and Corrections

(a) The response and all correspondence shall be in English. Documents in any other language shall be accompanied by an English translation certified by the applicant; the translation will prevail.

(b) The response shall be signed by the proprietor or by the person authorised as specified in Form-7 (and, for a Consortium, by the authorised signatories of all members; for an incorporated JV relying on its shareholders' credentials, as specified in Clause 2.1), with full name, designation and seal.

(c) The response shall contain no alterations or overwriting, except to correct errors. Any correction shall be struck through with a single line and initialled by the authorised signatory.

5.5 Validity

Responses shall remain valid for **90 (ninety) days** from the last date of submission. IOCL may request applicants to extend the validity.

5.6 Opening of Responses

Responses will be opened after the deadline by the standing committee constituted by the function (Retail Sales – NFR). Since submission is by e-mail, applicants need not be present at the opening.

5.7 Grounds for Summary Rejection

A response is liable to be rejected without further reference if:

(a) it is received after the deadline or by a mode other than e-mail to the designated address;

(b) it is conditional or incomplete, or any mandatory document or form in Annexure-I is missing (plant details under Clause 3.4 and Form-6 are not mandatory at the EOI stage);

(c) it is not signed by the authorised signatory, or corrections are not initialled;

(d) the applicant or any Consortium member is ineligible under Section 2, or has submitted more than one response;

(e) the applicant has furnished false or fabricated information or documents, or concealed or misrepresented material facts; or

(f) the applicant has attempted to influence IOCL in the evaluation process.

5.8 Contact Details

All communications relating to this EOI shall be addressed to:

Name / Designation	Mr. Kapil Bhat, General Manager (Retail Sales – NFR)
Alternate contact	Mr. Vinod Kr. Panchpal, Deputy General Manager (Retail Sales – NFR)
E-mail	IOCLNFR@indianoil.in
Telephone	**022-26447869**
Address	Indian Oil Corporation Limited, Marketing Division Head Office, IndianOil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai – 400 051

SECTION 6: ROLES AND RESPONSIBILITIES OF IOCL AND THE AGGREGATOR

The indicative division of roles and responsibilities is set out below. It will be detailed at the bid stage and in the definitive agreement.

Area	IOCL	Aggregator
Scope and channels	Designate the retail outlets to be serviced; decide on any later extension to other channels.	Supply only to IOCL-designated retail outlets; not sell IOCL branded PDW through any other channel.
Brand and promotion	Own the brand, trademarks, artwork and packaging designs; guide brand positioning; approve all brand use, communication and promotion plans.	Use the brand only as authorised; implement IOCL-approved packaging; plan and execute the launch and in-outlet promotion; support future product expansion.
Pricing and margins	Fix MRP, the DLP:MRP ratio and the dealer margin; approve any price revision.	Supply at the IOCL-fixed DLP; comply with IOCL's pricing framework; pay IOCL's revenue share as finalised at the bid stage.
Retail outlet access	Provide access to its retail outlets as per the rollout plan; communicate the programme to RO dealers; decide the placement of visi-coolers.	Onboard and service outlets as per the rollout plan and priority; install and maintain visi-coolers at its own cost, as decided by IOCL.
Manufacturing	Approve manufacturing plants; inspect plants at its discretion.	Furnish plant details before selection; arrange manufacturing only at approved plants meeting Clause 3.4; plan capacity; procure packaging material; ensure continuity of supply.
Quality and compliance	Conduct audits, surveillance and surprise testing (Tier-4); direct corrective action, suspension or recall; monitor regulatory compliance.	Ensure plant QC (Tier-1) and its own QA team (Tier-2); arrange NABL testing (Tier-3); bear all testing costs; execute recalls; hold all licences and approvals (FSSAI, factory, PCB, EPR, legal metrology, labour, tax) for itself and its partners.
Logistics and distribution	Specify service standards.	Primary and secondary transport, warehousing and inventory management; deliver within the service standards; manage dealer orders and credit.
Technology and MIS	Specify reporting requirements; use data for review and reconciliation.	Provide and maintain the dashboard, MIS and data sharing; give IOCL access to real-time, outlet-wise inventory, sales and dispatch data.
Customer service	Specify complaint-resolution timelines; escalate complaints received by IOCL.	Operate a complaint-handling mechanism; resolve complaints within the timelines; maintain records.
Commercial and financial	Receive the revenue share; reconcile and audit sales records.	Invoice RO dealers; bear credit risk; remit IOCL's share on time; maintain accounts open to IOCL audit; furnish performance security.
Risk and insurance	—	Maintain product liability, public liability and recall insurance; indemnify IOCL; obtain back-to-back indemnities from partners.

Governance: IOCL will conduct periodic performance reviews and decide on any extension of the contract; the Aggregator shall participate in the reviews, submit periodic performance reports and implement corrective actions.

SECTION 7: DISCLAIMERS AND RIGHTS OF IOCL

7.1 Disclaimers

(a) **This EOI is issued solely to solicit responses.** It is not an invitation to bid, an offer, or a commitment by IOCL to award any work or enter into any contract. No contractual obligation arises on IOCL from this EOI or from any response to it.

(b) The information in this EOI, including network size, market segments, tentative MRP, margin expectations, product portfolio and scope, is indicative and provided in good faith. It does not claim to be complete, and IOCL makes no representation or warranty about it. Applicants shall carry out their own due diligence.

(c) Applicants shall bear all costs of preparing and submitting responses, attending meetings, presentations and plant inspections, and any other costs of the process. IOCL shall not be liable for any such costs, whatever the outcome.

(d) Shortlisting under this EOI does not guarantee selection or the award of any work.

(e) The Indicative Business Case (Form-14) is non-binding on the applicant and on IOCL.

7.2 Rights of IOCL

IOCL reserves the right, at its sole discretion, subject to its internal policy and without assigning any reason, to:

(a) **select the Aggregator(s) through a bid process among shortlisted parties, directly onboard suitable shortlisted parties, or adopt any other mode it deems fit**;

(b) accept or reject any or all responses, and annul or cancel the EOI process at any stage, without incurring any liability;

(c) amend, modify or withdraw this EOI, or extend any deadline, through a corrigendum / addendum;

(d) seek clarifications or additional information from any applicant, and verify any information or document from any source;

(e) modify the regions, the scope of work and the product portfolio, and supplement the qualification criteria and manufacturing standards, at the bid stage;

(f) extend the engagement to other channels at a later date, or engage any other party for such channels (Clause 1.3);

(g) appoint one or more Aggregators in any region, allot more than one region to a party, cap the number of regions allotted to one party, or appoint a National Aggregator;

(h) shortlist applicants for some regions only, or not shortlist any applicant for any region;

(i) take action, including rejection of the response, cancellation of award, termination of contract and holiday listing / banning under IOCL's guidelines, against any applicant found to have furnished false information or engaged in corrupt, fraudulent, collusive or coercive practices.

7.3 Other Conditions

(a) **Canvassing:** Any attempt by an applicant to influence IOCL in the evaluation will lead to rejection of its response.

(b) **Confidentiality:** Applicants shall keep all information received from IOCL in this process confidential and use it only to prepare their response. IOCL will use the information furnished by applicants only for this process, subject to applicable law.

(c) **Compliance with law:** Any engagement arising from this EOI will be subject to all applicable laws, including food-safety (FSSAI), legal metrology, environmental (including EPR), labour, tax and data-protection laws, and to IOCL's policies. The applicant alone shall be responsible for its statutory obligations.

(d) **Conflict of interest:** Applicants shall disclose any actual or potential conflict of interest, including relationships with IOCL Directors or employees (Form-10).

(e) **Documents:** Applicants are responsible for the authenticity of the documents they submit. If any document is found to be forged or false, the response will be rejected and the applicant may be debarred.

(f) **Governing law and jurisdiction:** This EOI and the process under it shall be governed by the laws of India. The courts at **Mumbai** shall have exclusive jurisdiction.

(g) **Interpretation:** In case of any ambiguity or dispute over the interpretation of any provision of this EOI, IOCL's decision shall be final and binding.

SECTION 8: ANNEXURES – DOCUMENTS TO BE SUBMITTED

ANNEXURE-I: CHECKLIST OF DOCUMENTS

The response shall be arranged, indexed and page-numbered in the order below, and this checklist, duly filled in, shall be placed at the beginning of the response. "Each member" means that, for a Consortium, the document is required from every member. Items 16 and 17 are optional at the EOI stage but shall be furnished prior to selection.

Sr.	Document	Format	Submitted by	Enclosed (Y/N/NA)	Page no.
A	**Legal and authorisation**				
1	Covering letter with choice of regions	Form-1	Applicant		
2	Applicant details	Form-2	Applicant / each member		
3	Constitution documents as applicable to the entity (Clause 3.1, Sr. 1)	—	Applicant / each member		
4	PAN and GST registration certificate(s)	—	Applicant / each member		
5	Authority of the signatory (not required where the proprietor signs personally)	Form-7	Applicant / each member		
6	Consortium details and undertaking	Form-3	Consortium		
7	Consortium Agreement on non-judicial stamp paper	—	Consortium		
8	Irrevocable Power of Attorney in favour of the Lead Member (notarised)	Form-8	Consortium		
9	Documents of shareholder entities, if an incorporated JV relies on their credentials (Clause 2.1)	—	Incorporated JV		
B	**Technical**				
10	Technical credentials (Category A / B / C), certified	Form-4	Applicant / relevant member		
11	Supporting documents for the category claimed (Clause 3.2)	—	Applicant / relevant member		
C	**Financial**				
12	Financial statements for the last three financial years (audited, or CA-certified with ITR acknowledgements where audit is not mandatory)	—	Applicant / each member		
13	Chartered Accountant's certificate of turnover, net worth and EBITDA (with UDIN)	Form-5	Applicant / each member		
D	**Business Approach Note and Indicative Business Case**				
14	Business Approach Note (max. 8 pages)	Annexure-II	Applicant		
15	Indicative Business Case, SKU-wise (non-binding); also in editable form	Form-14	Applicant		
E	**Manufacturing plant details – optional at EOI stage; mandatory prior to selection**				
16	Details of proposed manufacturing plant(s), region-wise	Form-6	Applicant (optional)		

Sr.	Document	Format	Submitted by	Enclosed (Y/N/NA)	Page no.
17	Licences, approvals and tie-up MoU / LoI for each plant (Clause 3.4)	—	Applicant (optional)		
F	**Declarations and undertakings**				
18	Declaration on holiday listing / banning	Form-9	Applicant / each member		
19	Declaration on relationship with IOCL Directors / employees	Form-10	Applicant / each member		
20	Declaration on insolvency / NCLT proceedings	Form-11	Applicant / each member		
21	General undertakings	Form-12	Applicant / each member		
22	Copy of this EOI document and all corrigenda, signed and stamped on every page	—	Applicant		
23	Any other document the applicant wishes to submit	—	Applicant		

Place:	Signature of Authorised Signatory:
Date:	Name and Designation:
	Seal of the Applicant / Lead Member:

ANNEXURE-II: OUTLINE OF BUSINESS APPROACH NOTE

The Business Approach Note (not more than eight A4 pages, font size not less than 10) shall cover the following, for each region applied for. Indicative commercial views (cost build-up, DLP, dealer margin and IOCL share) shall be given only in Form-14 and not in this note.

1. **Understanding of the opportunity** at IOCL retail outlets and the applicant's relevant strengths.
2. **Manufacturing plan (indicative):** owned and proposed tie-up plants, locations, available capacity (litres per day) and plan for capacity addition. Firm plant details in Form-6 are required prior to selection.
3. **Supply chain and distribution plan:** warehousing locations, primary and secondary logistics, and approach to servicing highway ROs and remote outlets.
4. **Rollout plan:** proposed phasing of outlet coverage, aligned with the priority in Clause 1.6, and time to launch after award.
5. **Quality assurance plan:** QA organisation, testing arrangements and recall procedure.
6. **Technology platform:** dashboard, order management and MIS capabilities.
7. **Dealer engagement and promotion:** approach to onboarding RO dealers, visi-cooler deployment and in-outlet promotion.
8. **Organisation and key personnel** proposed for the engagement.
9. **Key risks** and proposed mitigation.

SECTION 9: FORMATS TO BE SUBMITTED BY THE APPLICANT

All forms shall be submitted on the applicant's letterhead (unless stated otherwise), signed and stamped by the proprietor / authorised signatory. For a Consortium, forms marked "each member" shall be submitted by every member.

Form	Title	Submitted by
Form-1	Covering Letter and Choice of Regions	Applicant / Lead Member
Form-2	Applicant Details	Applicant / each member
Form-3	Consortium Details and Undertaking	Consortium (all members)
Form-4	Technical Credentials Certificate	Applicant / relevant member
Form-5	Financial Credentials Certificate	Applicant / each member
Form-6	Proposed Manufacturing Plant Details (optional at EOI stage; mandatory prior to selection)	Applicant / Lead Member
Form-7	Authority of Signatory / Power of Attorney	Applicant / each member
Form-8	Power of Attorney in favour of Lead Member	Consortium (all members)
Form-9	Declaration on Holiday Listing / Banning	Applicant / each member
Form-10	Declaration on Relationship with IOCL Directors / Employees	Applicant / each member
Form-11	Declaration on Insolvency / NCLT Proceedings	Applicant / each member
Form-12	General Undertakings	Applicant / each member
Form-13	Format for Pre-bid Queries	Prospective applicant
Form-14	Indicative Business Case (non-binding)	Applicant / Lead Member

FORM-1
COVERING LETTER AND CHOICE OF REGIONS

(On the letterhead of the Applicant / Lead Member)

EOI Ref.: **IOCL/HO/RS/PDW/EOI/09/2026**

To,
The General Manager (Retail Sales – NFR)
Indian Oil Corporation Limited, Marketing Division Head Office
IndianOil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai – 400 051

Subject: Response to EXPRESSION OF INTEREST (EOI) FOR SELECTION OF AGGREGATOR(S) FOR LAUNCH OF IOCL BRANDED PACKAGED DRINKING WATER AT IOCL RETAIL OUTLETS – IOCL/HO/RS/PDW/EOI/09/2026

Dear Sir / Madam,

1. We, M/s ______________________ (a proprietorship / partnership firm / LLP / company / incorporated JV, as sole applicant / as Lead Member of a Consortium consisting of the members listed in Form-3), submit our response to the above EOI, including all corrigenda / addenda issued up to the date of submission.

2. We wish to be considered for the following region(s), in the order of preference shown:

Region	Applying? (Yes / No)	Order of preference	Turnover (₹ Cr)	Net worth (₹ Cr)
North				
South				
East				
West				
Total of regions applied for				

3. We qualify under technical Category ______ (A / B / C) of Clause 3.2, and meet the financial criteria of Clause 3.3 for the total thresholds shown above. Details of our proposed manufacturing plants are enclosed in Form-6 / will be furnished prior to selection (strike out whichever is not applicable).

4. We confirm that: (a) we have read and understood the EOI and accept all its terms; (b) all information and documents furnished are true and correct, and we understand that any false information will lead to rejection of our response and further action by IOCL; (c) our response is valid for 90 days from the last date of submission; (d) we understand that this EOI is only a solicitation of responses, that it does not oblige IOCL to shortlist or select us, and that IOCL may select Aggregator(s) through any mode it deems fit, subject to its internal policy; (e) our Indicative Business Case (Form-14) is non-binding; and (f) we shall not claim any cost or compensation from IOCL for participating in this process.

5. Our response contains ______ pages, arranged as per Annexure-I.

Yours faithfully,

Place:	Signature of Authorised Signatory:
Date:	Name and Designation:
	Seal of the Applicant / Lead Member:

FORM-2
APPLICANT DETAILS

(On letterhead; to be submitted by the Applicant and by each Consortium member)

EOI Ref.: **IOCL/HO/RS/PDW/EOI/09/2026**

1. Name of the entity	
2. Legal status (Proprietorship / Partnership firm / LLP / Company / Incorporated JV)	
3. Registration / incorporation number (CIN / LLPIN / firm registration / Udyam, as applicable) and date	
4. Registered office / principal place of business	
5. Corporate / branch office address, if different	
6. PAN	
7. GSTIN(s)	
8. Website	
9. Name(s) of the proprietor / partners / designated partners / directors	
10. Name, designation, e-mail and mobile of the authorised signatory	
11. Name, designation, e-mail and mobile of the contact person	
12. Role in the response (sole applicant / Lead Member / member)	
13. Technical category claimed (A / B / C)	
14. Brief description of business (principal activities, key brands handled, States of operation)	
15. Year of commencement of business	
16. For an incorporated JV: names and shareholding of shareholders; whether shareholders' credentials are relied upon (Yes / No)	
17. Whether registered with DPIIT under Rule 144(xi) of GFR (only if from, or beneficially owned from, a country sharing a land border with India)	Yes / No / Not applicable

Place:	Signature of Authorised Signatory:
Date:	Name and Designation:
	Seal of the Applicant / Lead Member:

FORM-3
CONSORTIUM DETAILS AND UNDERTAKING

(On non-judicial stamp paper of appropriate value; signed by all members)

EOI Ref.: **IOCL/HO/RS/PDW/EOI/09/2026**

Sr.	Name of member	Legal status	Role (Lead / Member)	% share	Responsibilities in the engagement	Credentials contributed (Technical / Financial / Plants)
1			Lead Member			
2						
3						
4						
5						

We, the members of the above Consortium, jointly and severally undertake and confirm that:

(a) the Consortium has not more than five members, and the Lead Member, M/s ____________, an Indian entity, holds ____% (not less than 26%) of the Consortium;

(b) we shall be jointly and severally liable to IOCL for the due performance of all obligations under this EOI and any contract resulting from it, and each of us shall be liable for the entire contract irrespective of the allocation of work among us;

(c) the Lead Member is authorised to act on behalf of all members, and all correspondence, execution and payments shall be only through the Lead Member;

(d) none of us has submitted any other response to this EOI, individually or as a member of any other Consortium;

(e) we shall not change the composition, shares or legal status of the Consortium without IOCL's prior written approval;

(f) if awarded, we shall operate a separate bank account through which all financial obligations of the Consortium to IOCL shall be discharged; and

(g) the Consortium Agreement enclosed is specific to this engagement and contains all the provisions required by Clause 2.2, and we shall modify it if required by IOCL.

Member	Name of authorised signatory	Signature and seal
Lead Member		
Member 2		
Member 3		
Member 4		
Member 5		

Place: ____________ Date: ____________

FORM-4
TECHNICAL CREDENTIALS CERTIFICATE

(To be certified by the Statutory Auditor / practising Chartered Accountant, with UDIN)

EOI Ref.: **IOCL/HO/RS/PDW/EOI/09/2026**

Name of the entity: ________________________ Category claimed: A / B / C

Part A – Operation of packaged drinking water manufacturing facilities (Category A)

Sr.	Plant name and address	FSSAI licence no. and validity	Date of start of commercial production	Installed capacity (litres/day)	Production (lakh litres) FY 23-24 / 24-25 / 25-26
1					
2					

Part B – National FMCG beverage distribution (Category B)

Sr.	Brand(s) / principal(s) distributed	Nature of arrangement and period	States covered (list; minimum 7)	Distribution turnover (₹ Cr) FY 23-24 / 24-25 / 25-26
1				
2				

Part C – White-label beverage manufacturing and supply for national brands (Category C)

Sr.	National brand and brand owner	Products and pack sizes	Contract period	Quantity supplied FY 23-24 / 24-25 / 25-26	States in which the brand is sold
1					
2					

Certified that the above information has been verified from the books of account, records and documents of the entity and is true and correct. Supporting documents are enclosed.

Signature and seal of Statutory Auditor / Chartered Accountant	Signature of Authorised Signatory of the entity
Name, Membership No., Firm Registration No.	Name and designation
UDIN:	Seal of the entity
Place and date:	Place and date:

FORM-5
FINANCIAL CREDENTIALS CERTIFICATE

(To be certified by a practising Chartered Accountant, with UDIN; one form for the Applicant / each Consortium member)

EOI Ref.: **IOCL/HO/RS/PDW/EOI/09/2026**

Name of the entity: ______________________ Legal status: ______________ PAN: ______________

Particulars (₹ crore)	FY 2023-24	FY 2024-25	FY 2025-26	Average
Revenue from operations (turnover), excluding other income				
EBITDA (profit before tax + finance cost + depreciation and amortisation)				
Net worth as at year-end (as defined in Clause 3.3, note (ii), for the entity type)				N.A.

If FY 2025-26 financial statements are not yet finalised / audited, state FY 2022-23 to 2024-25 and confirm this. State whether the figures are from audited statements or, where audit is not mandatory, from CA-certified statements (enclose ITR acknowledgements).

For Consortium – aggregate (to be furnished by the Lead Member, certified by a Chartered Accountant)

Member	Average turnover (₹ Cr)	Net worth as on 31.03.2026 (₹ Cr)	Average EBITDA (₹ Cr)
Lead Member			
Member 2			
Member 3			
Member 4			
Member 5			
Total			

Compliance with thresholds

Regions applied for (as per Form-1)	
Required minimum average turnover – sum for regions applied (₹ Cr)	
Average turnover of applicant / Consortium (₹ Cr)	
Required minimum net worth – sum for regions applied (₹ Cr)	
Net worth of applicant / Consortium (₹ Cr)	
Average EBITDA of the last three years is positive	Yes / No

Certified that the above figures have been extracted from the financial statements of the entity for the respective years, copies of which are enclosed, and are computed in accordance with the definitions in Clause 3.3 of the EOI.

Signature and seal of Chartered Accountant	Signature of Authorised Signatory of the entity
Name, Membership No., Firm Registration No.	Name and designation
UDIN:	Seal of the entity
Place and date:	Place and date:

FORM-6
PROPOSED MANUFACTURING PLANT DETAILS

(Optional at EOI stage; mandatory prior to selection. On letterhead of the Applicant / Lead Member; one sheet per plant)

EOI Ref.: **IOCL/HO/RS/PDW/EOI/09/2026**

Region(s) to be served by this plant: ______________________ Plant No.: ____ of ____

1. Name and full address of the plant (with GPS coordinates)	
2. Owner of the plant; ownership status (own / tie-up); if tie-up, reference of MoU / LoI enclosed	
3. FSSAI licence number and validity	
4. BIS licence (IS 14543) number and validity, if held; or details of compliance with the FSSAI Scheme of Testing (effective 01.01.2026)	
5. Factory licence number and validity	
6. Consent to Operate (State PCB) number and validity	
7. Other statutory approvals held	
8. Date of start of commercial operation	
9. Installed capacity and capacity available for IOCL (litres per day); pack sizes that can be produced	
10. Automatic bottle blowing / filling and capping / labelling and shrink-wrap (Yes / No for each)	
11. In-house laboratory and qualified chemist (Yes / No; name and qualification of chemist)	
12. Microbiological testing – in-house / NABL laboratory (name of laboratory and agreement reference)	
13. ISO 22000 certification (Yes / No; certificate number and validity)	
14. Brands currently manufactured at the plant	

Declaration

We declare that, in the last three years, the above plant has not suffered suspension of its BIS licence (where applicable) or FSSAI licence, has not been debarred by any Government agency, and has not faced any confirmed food-safety violation resulting in its closure. We also declare that the plant holds all statutory approvals applicable to its location. We agree that IOCL or its nominee may inspect the plant at any time, and that production shall commence only after IOCL's approval of the plant.

Place:	Signature of Authorised Signatory:
Date:	Name and Designation:
	Seal of the Applicant / Lead Member:

FORM-7
AUTHORITY OF SIGNATORY / POWER OF ATTORNEY

(Power of Attorney on non-judicial stamp paper of appropriate value, where required)

EOI Ref.: **IOCL/HO/RS/PDW/EOI/09/2026**

The authority of the person signing and submitting the response shall be established as follows:

Type of entity	Document required
Proprietorship	If signed by the proprietor: no Power of Attorney; an undertaking that he / she is the sole proprietor. If signed by any other person: Power of Attorney from the proprietor.
Partnership firm	Power of Attorney executed by all partners (or as permitted by the Partnership Deed), along with a copy of the Partnership Deed.
LLP	Power of Attorney as per the LLP Agreement, along with a copy of the LLP Agreement.
Company / incorporated JV	Certified copy of the Board Resolution authorising the signatory, or Power of Attorney supported by such Board Resolution.
Consortium	Authority of each member's signatory as above, plus the irrevocable Power of Attorney in favour of the Lead Member (Form-8).

Format of Power of Attorney

Know all men by these presents that we, M/s ______________________, a ______________ (type of entity), having our registered office / principal place of business at ______________________ (the "Principal"), do hereby constitute, nominate and appoint Mr./Ms. ______________________, holding the position of ______________________, as our true and lawful attorney (the "Attorney"), to do in our name and on our behalf all acts, deeds and things necessary in connection with our response to IOCL's EOI Ref. IOCL/HO/RS/PDW/EOI/09/2026, including signing and submitting the response and all documents, attending meetings, providing information and clarifications, and representing us in all matters before IOCL connected with this EOI and any process arising from it.

We agree to ratify and confirm all acts, deeds and things lawfully done by the Attorney under this Power of Attorney, and all such acts shall be deemed to have been done by us.

Specimen signature of Attorney:	For and on behalf of the Principal:
Name of Attorney:	Signature, name and designation (proprietor / all partners / authorised director):
	Common seal (as applicable):
Witness 1 (name, address, signature):	Witness 2 (name, address, signature):
Place and date:	Accepted / Notarised:

FORM-8
IRREVOCABLE POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER

(On non-judicial stamp paper of appropriate value; to be notarised)

EOI Ref.: **IOCL/HO/RS/PDW/EOI/09/2026**

Whereas Indian Oil Corporation Limited (IOCL) has invited Expressions of Interest vide EOI Ref. IOCL/HO/RS/PDW/EOI/09/2026 for selection of Aggregator(s) for launch of IOCL branded Packaged Drinking Water at IOCL retail outlets; and whereas the members listed below have formed a Consortium to respond to the said EOI:

We, the members of the Consortium, hereby irrevocably constitute, nominate and appoint M/s ______________________ (the "Lead Member") as our lawful attorney and authorise it:

(a) to submit the response, attend meetings, furnish clarifications, participate in the bid stage, negotiate and conclude the contract, and incur all liabilities in connection therewith, for and on behalf of all members of the Consortium; and

(b) in the event of award, to incur liabilities and receive instructions for and on behalf of all members, and to carry out the entire execution of the contract, including receipt and making of payments, exclusively through the Lead Member.

We agree that all acts done by the Lead Member under this Power of Attorney shall bind all members jointly and severally, and that this Power of Attorney shall remain valid until the completion of the contract, if awarded.

Member	Name of entity	Name and designation of authorised signatory	Signature and seal
Lead Member			
Member 2			
Member 3			
Member 4			
Member 5			

Signature, name and seal of Notary Public: ______________________ Date: ____________

FORM-9
DECLARATION ON HOLIDAY LISTING / BANNING

(On letterhead; Applicant / each Consortium member; use the part applicable to the entity)

EOI Ref.: **IOCL/HO/RS/PDW/EOI/09/2026**

Part A – Proprietorship

I hereby declare that neither I, in my personal name or in the name of my proprietorship concern M/s ______________________, nor any other concern of which I am the proprietor, nor any partnership firm in which I am a partner, is presently on any holiday list, ban list or blacklist declared by Indian Oil Corporation Limited or by the Ministry of Petroleum & Natural Gas (MoPNG), and that no inquiry is pending by IOCL or MoPNG in respect of any corrupt or fraudulent practice against me or any such concern or firm, except as stated below.

Part B – Partnership firm / LLP

We hereby declare that neither we, M/s ______________________, nor any of our partners, in individual capacity or as proprietor or partner of any other concern, are presently on any holiday list, ban list or blacklist declared by IOCL or MoPNG, and that no inquiry is pending by IOCL or MoPNG in respect of any corrupt or fraudulent practice against us or any of them, except as stated below.

Part C – Company / incorporated JV

We, M/s ______________________, hereby declare that we are presently not on any holiday list, ban list or blacklist declared by IOCL or MoPNG, and that no inquiry is pending by IOCL or MoPNG in respect of any corrupt or fraudulent practice against us, except as stated below.

Particulars of any holiday listing / banning / inquiry (write "NIL" if none): ____

It is understood that if this declaration is found to be false in any respect, IOCL shall have the right to reject the response and, if a contract has been awarded, to terminate it, without prejudice to any other right or remedy available to IOCL, including holiday listing / banning.

Place:	Signature of Authorised Signatory:
Date:	Name and Designation:
	Seal of the Applicant / Lead Member:

FORM-10
DECLARATION ON RELATIONSHIP WITH IOCL DIRECTORS / EMPLOYEES

(On letterhead; Applicant / each Consortium member; fill the part applicable to the entity and Part D)

EOI Ref.: **IOCL/HO/RS/PDW/EOI/09/2026**

Part A – Proprietorship

1. Name of the proprietor and of the concern; office and residence addresses	
2. Is the proprietor related to any Director of IOCL? (Yes / No) If yes, name of the Director and relationship	
3. Is the proprietor a "member of family" of any IOCL employee? (Yes / No)	

Part B – Partnership firm / LLP

1. Name and address of the firm / LLP; names of partners	
2. Is any partner a Director of IOCL? (Yes / No) If yes, name(s)	
3. Is any partner related to any Director of IOCL? (Yes / No) If yes, names and relationship	
4. Is the firm owned or controlled by a "member of family" of any IOCL employee? (Yes / No)	

Part C – Company / incorporated JV

1. Name, registered and principal office of the company; whether private or public limited	
2. Names of Directors	
3. Is any Director of the company a Director of IOCL? (Yes / No) If yes, name(s)	
4. Is any Director of the company related to any Director of IOCL? (Yes / No) If yes, names and relationship	
5. Is the company owned or controlled by a "member of family" of any IOCL employee? (Yes / No)	

Part D – Employment of retired IOCL officials (Director and above rank)

Name of the person	Post last held in IOCL	Date of retirement	Date of employment in the entity

(Write "NIL" if not applicable.) The list of Directors of IOCL is available at https://iocl.com (About Us – Management). If, after this declaration, we employ any person who is a relative of an officer or Director of IOCL, we shall promptly furnish a fresh declaration.

Place:	Signature of Authorised Signatory:
Date:	Name and Designation:
	Seal of the Applicant / Lead Member:

FORM-11
DECLARATION ON INSOLVENCY / NCLT PROCEEDINGS

(On letterhead; Applicant / each Consortium member)

EOI Ref.: **IOCL/HO/RS/PDW/EOI/09/2026**

I / We, M/s ______________________, hereby declare that (strike out whichever is not applicable):

(i) I / we am / are not undergoing any insolvency resolution process, liquidation or bankruptcy proceedings, and no such proceeding is pending against me / us before the NCLT / NCLAT / DRT / DRAT or any court; **OR**

(ii) I / we am / are undergoing the following insolvency resolution / liquidation / bankruptcy proceedings (details enclosed): ________________________________

It is understood that if this declaration is found to be false, IOCL shall have the right to reject the response and, if a contract has been awarded, to terminate it, without prejudice to any other right or remedy available to IOCL.

Place:	Signature of Authorised Signatory:
Date:	Name and Designation:
	Seal of the Applicant / Lead Member:

FORM-12
GENERAL UNDERTAKINGS

(On letterhead; Applicant / each Consortium member)

EOI Ref.: **IOCL/HO/RS/PDW/EOI/09/2026**

I / We, M/s ______________________, hereby undertake and confirm that:

1. **No multiple applications:** We have not submitted more than one response to this EOI, whether individually or as a member of any Consortium, in any capacity (individual, proprietor, partner, company, etc.), and we understand that all such responses are liable to be rejected.
2. **Business transfer status** (strike out what is not applicable): (a) we have not transferred, and are not in the process of transferring, our ownership rights, in whole or in part, to any other entity; **OR** (b) we have transferred / are in the process of transferring our ownership rights as per the details enclosed. We understand that IOCL may reject the response of an entity that has transferred, or is transferring, its ownership rights.
3. **Land border:** We have read the Government of India orders under Rule 144(xi) of the General Financial Rules, 2017 regarding restrictions on bidders from countries sharing a land border with India, and we are eligible to participate. Where applicable, we are registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), in accordance with the Government of India orders issued under Rule 144(xi) of the General Financial Rules, 2017, as amended, and evidence is enclosed.
4. **Document not tampered:** We have not altered or modified the EOI document in any manner. If any alteration is found, our response is liable to be rejected. The EOI document as published by IOCL, including all corrigenda, shall prevail.
5. **Acceptance of terms:** We have read and understood the EOI, all corrigenda / addenda and the replies to pre-bid queries, and we accept them unconditionally.
6. **No conflict of interest:** We are not a consultant to IOCL for this initiative, nor a subsidiary of, or under the management of, any such consultant, and we have no other conflict of interest in this process.
7. **Channel restriction:** If selected, we shall supply IOCL branded PDW only to IOCL-designated retail outlets and to no other channel or party, unless IOCL designates otherwise.
8. **No canvassing and ethical conduct:** We have not engaged, and shall not engage, in any corrupt, fraudulent, collusive or coercive practice, or attempt to influence IOCL, in connection with this EOI.
9. **Authenticity:** All documents submitted are genuine. We authorise IOCL to verify them with the issuing authorities or any other source.

Place:	Signature of Authorised Signatory:
Date:	Name and Designation:
	Seal of the Applicant / Lead Member:

FORM-13
FORMAT FOR PRE-BID QUERIES

(To be sent by e-mail in editable Word / Excel form)

EOI Ref.: **IOCL/HO/RS/PDW/EOI/09/2026**

Name of the prospective applicant	
Contact person, e-mail and mobile	

Sr.	Page no.	Section / Clause no.	Existing provision (brief)	Query / clarification sought	Suggested change, if any
1					
2					
3					
4					
5					

FORM-14
INDICATIVE BUSINESS CASE (NON-BINDING)

(On letterhead of the Applicant / Lead Member; also to be sent in editable Excel / Word form)

EOI Ref.: **IOCL/HO/RS/PDW/EOI/09/2026** Region(s): ______________________

Part A – SKU-wise price build-up (₹ per unit, excluding GST unless stated)

Sr.	Component	250 ml	500 ml	1 litre
1	Manufacturing / conversion cost			
2	Packaging material (preform / bottle, cap, label, shrink wrap, carton)			
3	Primary freight (plant to warehouse)			
4	Warehousing and secondary freight (warehouse to RO)			
5	Visi-cooler cost (amortised)			
6	Dealer credit / working capital cost			
7	Quality assurance, testing, technology and MIS			
8	Launch, marketing and promotion			
9	Overheads and other costs			
10	Aggregator's margin			
A	**Aggregator's share of DLP (sum of 1 to 10)**			
B	**IOCL share**			
C	**Dealer Landed Price, DLP (A + B)**			
D	**Dealer margin**			
E	**MRP excluding GST (C + D)**			
F	GST			
G	**MRP including GST (E + F)** – reference: ₹6 / ₹10 / ₹20			
H	**Dealer margin, % of MRP ex-GST (D ÷ E)** – IOCL expectation: 25% to 35%			
I	**IOCL share, % of DLP (B ÷ C)** – IOCL expectation: not less than 12%			

Part B – Key assumptions

1. Outlet coverage (number of ROs) in Years 1–3; expected sales per active RO (cases/day) and SKU mix (%)	
2. Dealer credit and inventory holding (days); visi-cooler deployment (units, cost per unit, amortisation period)	
3. Break-even volume per region (cases/month) and expected time to break-even	
4. Any other assumption or suggestion on pricing, margins or commercial structure	

Declaration: We confirm that this business case is indicative and non-binding, is furnished to assist IOCL in finalising the commercial framework, and does not constitute a bid or an offer. We understand that the final commercial terms shall be as specified by IOCL at the bid stage.

Place and date:	Signature, name, designation and seal of the Authorised Signatory:

* **End of Document** *