

F. No. I-12032/6/2018-ADMIN

भारतीय कारपोरेट कार्य संस्थान / Indian Institute of Corporate Affairs
कॉर्पोरेट कार्य मंत्रालय / Ministry of Corporate Affairs
भारत सरकार / Government of India

प्लॉट नं. पी ६-७-८, सेक्टर-५ / Plot No. P 6-7-8, Sector - 5
औ. म. टा., मानेसर, जिला – गुरुग्राम / IMT, Manesar, Dist. – Gurugram
हरियाणा, पिन-१२२०५२ / Haryana, PIN-122052

दिनांक / Dated: 13.06.2024

REQUEST FOR PROPOSAL (RFP)

Sub: Request for Proposal (RFP) to empanel Fuel Filling Station/Pump/Dealer for supply of Diesel Fuel on “as and when required” basis to Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Government of India - **Reg.**

The Indian Institute of Corporate Affairs located at Plot No. P-6-7-8, Sector 5, IMT Manesar, Gurugram - 122052, functions under the administrative control of Ministry of Corporate Affairs (MCA), Government of India to deliver opportunities for research, education, and advocacy. It is a think tank that curates a repository of data and knowledge for policy makers, regulators as well as other stakeholders working in the domain of Corporate Affairs.

2. The Indian Institute of Corporate Affairs, Ministry of Corporate Affairs requests proposals (RFP), from the interested, eligible and reputed organizations/entities (**Company/Firm/LLP who are authorized Fuel filling stations/pumps of Bharat Petroleum Corporation Limited(BPCL)/Hindustan Petroleum Corporation Limited(HPCL)/Indian Oil Corporation Limited(IOCL)/Oil India Limited(OIL)/any other Public Sector(CPSE) Oil Marketing Company (OMC)**), located within the District of Gurugram, Haryana, for empanelment of one filling station/operator/dealer each, from each of the Public Sector OMC (BPCL/HPCL/IOCL/OIL/other CPSE), for a period of three (3) years for door step delivery and supply of Diesel Fuel, on “As and when required Basis”, required for operation and functioning of various electromechanical plants/systems/tools installed/commissioned in the campus of the institute as well as for the office owned vehicles(staff Car).

3. The documents pertaining to RFP can be downloaded from IICA's website www.iica.nic.in.

4. **Last date/ time for submission of RFP documents is 24-06-2024.** The bidder parties are required to sign at the bottom space of all pages of the RFP document. The documents received after the above said scheduled date and time will not be considered.

5. All the prospective bidders are requested to read/go through and understand the terms and conditions of the empanelment contract as detailed in this RFP document before submitting their proposals, as no change or alteration of the terms and conditions is permissible once the bid is accepted by this office.

6. The proposal of the interested and eligible Fuel Filling Station/Pump/Dealer should be submitted vide post/by hand (Front office, IICA), in a duly sealed envelope, addressed to the “Sh. Anil Kumar, Administrative Officer, Department of Administration, Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Government of India, Plot No. P-6-7-8, Sector 5, IMT Manesar, District – Gurugram, Haryana, PIN – 122052” and **should reach latest by 5 PM of 24-06-2024.**

7. Proposals received after submission deadline shall be outright rejected and returned in original.

8. The proposal shall enclose a copy of the this RFP document, duly signed and stamped with official company seal on each page, by the authorized person/signatory, as a token of acceptance of the terms and conditions of this RFP

9. Director General & CEO, IICA reserves the right to reject proposal without giving any notice or assigning any reason thereof. His decision in this regard shall be final and binding on all.

Sd/-

(Anil Kumar)
Administrative Officer
Indian Institute of Corporate Affairs
Ministry of Corporate Affairs, Government of India
Email: anil.kumar@iica.in

To,

1. All authorized, licensed and franchised Fuel Filling Stations/Pumps of M/s Bharat Petroleum Corporation Limited (BPCL), located and operating within the District of Gurugram, Haryana.
2. All authorized, licensed and franchised Fuel Filling Stations/Pumps of M/s Hindustan Petroleum Corporation Limited (HPCL), located and operating within the District of Gurugram, Haryana.
3. All authorized, licensed and franchised Fuel Filling Stations/Pumps of M/s Indian Oil Corporation Limited (IOCL), located and operating within the District of Gurugram, Haryana.
4. All authorized, licensed and franchised Fuel Filling Stations/Pumps of M/s Oil India Limited (OIL), located and operating within the District of Gurugram, Haryana.
5. All authorized, licensed and franchised Fuel Filling Stations/Pumps any other Public Sector(CPSE) Oil Marketing Company (OMC), located and operating within the District of Gurugram, Haryana.

: IMPORTANT INFORMATION SCHEDULE:

#	HEAD	DESCRIPTION
1.	Name of the Purchaser	Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Government of India
2.	Tender Submission Mode	The proposals are to be submitted physically in a sealed envelope, at the Front Office of IICA.
3.	Method of Selection for empanelment	Highest Percentage (%) discount offered, amongst all the bidding agencies of one particular OMC (BPCL/HPCL/IOCL/OIL/CPSE OMC)
4.	RFP publication on	13-06- 2024
5.	Proposal Submission Deadline	5:00 P.M. on 24-06-2024
6.	Proposal Opening	The tenders will be opened at 3:00 P.M. on 26 th , June, 2024
7.	Tender Opening Venue	Meeting Room, 1 st Floor Main Building O/o Indian Institute of Corporate Affairs Ministry of Corporate Affairs Government of India Plot No. P-6-7-8 Sec. 5, IMT, Manesar District-Gurugram, Haryana PIN Code - 122052
8.	Tender Authority Inviting	<ul style="list-style-type: none"> • Sh. Anil Kumar Administrative Officer Indian Institute of Corporate Affairs, Ministry of Corporate Affairs Government of India Plot No. P-6-7-8 Sec. 5, IMT, Manesar District-Gurugram, Haryana PIN Code - 122052 <p>Phone No. : +91-(0124)- 2640000 Email: anil.kumar@iica.in</p>
9.	EMD	As specified in the RFP document
10.	Performance Bank Guarantee	Successful Bidder, awarded the empanelment contract shall be required to furnish and submit "Performance Security" for the value of INR 75,000/- in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form. Performance Security money will be forfeited in case of violation of any of the terms and conditions of the tender or if it is found that the items supplied is not up to the mark.
11.	Language of Bid Submission	Proposals should be submitted in English only
12.	Bid Validity	Proposals must remain valid up to 180 (One Hundred Eighty) days from the last date of submission of the Bids.
13.	Currency	Currency in which the Bidders shall quote the price and will receive payment is Indian National Rupees (INR) only
	Name and Address	

14.	for Communication and clarifications seeking	<ul style="list-style-type: none">• Sh. Anil Kumar Administrative Officer Indian Institute of Corporate Affairs, Ministry of Corporate Affairs Government of India Plot No. P-6-7-8 Sec. 5, IMT, Manesar District-Gurugram, Haryana PIN Code - 122052 Phone No. : +91-(0124)- 2640000 Email: anil.kumar@iica.in
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-Sd/-
(Anil Kumar)
Tender Inviting Authority (TIA)
Indian Institute of Corporate Affairs
Ministry of Corporate Affairs, Government of India
Email: anil.kumar@iica.in

DISCLAIMER

The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information contained in this RFP has been provided to the best of knowledge and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding business processes provided in this RFP is based on the interim decisions taken by the Indian Institute of Corporate Affairs (IICA) and is expected to undergo changes in future. This RFP includes statements which reflect various assumptions and assessments arrived at by IICA in relation to the project. Information provided in this RFP is on a wide range of matters, some of which depends on the interpretation of law. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to IICA and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.

The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of IICA. Neither IICA nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

IICA, its employees and advisors make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP.

INSTRUCTIONS TO BIDDERS

A. Terms & Conditions:

- i. The proposals received from only authorized, licensed and franchised fuel filling stations/pumps of Bharat Petroleum Corporation Limited (BPCL)/Hindustan Petroleum Corporation Limited (HPCL)/Indian Oil Corporation Limited (IOCL)/Oil India Limited (OIL)/any other Public Sector (CPSE) Oil Marketing Companies (hereinafter referred to as "Agency") shall only be considered.
- ii. **The supplied diesel Fuel (petro diesel) shall mandatorily meet the BIS specified Indian Standard "IS 1460:2017(Automotive diesel fuel - Specification (Sixth Revision))" read with subsequent amendments, governing the properties and standards etc, of diesel fuels. In case the supply of oil/ Diesel is not as per required Standard , IICA will not pay any amount of oil /Diesel used in operation and will seek damage of loss to IICA in its generators / Power supply system due to poor quality of Oil/ Diesel . IICA has the right to get sample checked by NABL accredited third party lab for testing.**
- iii. The proposing agency must be located within the territorial limit of the District of Gurugram in Haryana.
- iv. **The Agency shall be required to supply and deliver the diesel fuel maximum within 12 hours of the requisition** (the 12 hours shall be calculated from the digital time stamp, as recorded in the requisition email sent from Administration Department, IICA) received from the IICA.
- v. The Agency shall be required to supply and deliver the diesel fuel for the amount/quantity/volume (in litres) as requisitioned by Administration Department, IICA in its requisition email. The quantity/volume of the Diesel Fuel, deemed to have been supplied to IICA, shall be as is measured at delivery site (IICA Campus) and certified under signature by Executive Engineer/Junior Engineer, IICA.
- vi. **The Agency shall be required to supply and deliver the diesel fuel at the percentage discount as quoted on the retail selling price of diesel for that particular day (date of requisition by Administration Department). The requisition shall be sent to the agency vide mail by staff/personnel of Administration Department of IICA, as shall be nominated and authorized by AO/CAO, IICA by the competent authority for the same. Rate shall be as per the price on date of requisition. The Agency shall be required to quote the percentage of discount in the "Financial Bid Proforma".**
- vii. The diesel shall be supplied and delivered by the fuel filling stations/pump at its own cost, means, cartage and by its own arrangements at the indicated/pre decided location within the campus of the Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Government of India located at Plot No. P-6-7-8, Phase: I, Cluster: Industrial Model Township (IMT), Manesar, District- Gurugram, Haryana, PIN – 122052.
- viii. The filling stations shall provision and facilitate requisite tools, equipment/utilities, as may be required/necessary at the time of delivery for safe, efficient and loss free transfer and storage of the supplied diesel.
- ix. The filling station shall also, provide requisite training to concerned/dealing personnel from IICA side in safe, efficient and secured storage/handling of the supplied diesel, if required by IICA.
- x. The diesel supplied shall be of the highest grade and quality. The IICA may at its discretion arrange for independent testing and analysis of the supplied diesel/stock diesel at pump, by authorized and accredited laboratories, as and when felt necessary and the station has to facilitate and assist in the same. Alternately, the IICA may seek and demand for submission of quality check reports of the stocked/supplied diesel, from the station, of test analysis carried out by independent, accredited and certified test laboratories, the expense for which shall be borne by the filling station.

- xi. The agency shall also be required to fill the diesel of the office vehicle bearing Registration No. HR 26 GV 1060 of IICA as well as any other such office vehicles (staff car), as required and decided by IICA. The intimation for requirement of filling of any other office vehicle (other than the one specified herein) shall be only and exclusively on formal communication from either the CAO/AO of Administration Department of IICA. In case of any other vehicle, the authorised person from IICA will send requisition to the Agency.
- xii. The agency shall be required to maintain a log book of supply of the diesel to IICA which shall be countersigned by the authorised person (Executive Engineer/Junior Engineer, IICA) and Chief Security Officer from IICA.
- xiii. The agency would be required to deposit the GST or any other taxes, if any with the appropriate authority in time and submit valid, corroborated and acceptable transaction statements/receipts/documents to that effect.
- xiv. The supply of diesel would include freight as well as any incidental and associated expenses.
- xv. In case of any theft or any kind of damages or loss during transit, IICA will not be responsible in any way, whatsoever.
- xvi. In case of violation of any condition of the agreement/conditions of this document, IICA may terminate the contract with the Agency.
- xvii. At any point of time either party may terminate the contract by giving three month's written notice.
- xviii. Conditional Proposal shall be liable to be rejected outrightly.
- xix. Both the parties shall observe and adhere to the terms and conditions contained hereinabove.
- xx. Empanelled Filling Station (supplier) will have to follow all the tender terms and conditions along with any instructions given by authorized authority of IICA, in writing. In case of breach in any terms or conditions of contract, instruction or written order of authorized authority, IICA reserves the right to cancel the contract or apply any/ penalty in terms of amount or undertake any other disciplinary action and the same will be binding on the supplier.
- xxi. In case of any delay in supplying of consignment as per our required schedule (within 12 hours from time of requisition sent vide e-mail communication), IICA, Manesar shall make alternate arrangement and any additional cost incurred due to it may be recovered from the Supplier.
- xxii. The bidder shall provide a certificate with the bid that the bidder has not been debarred/blacklisted for any reason for any period by any Public Sector OMC (BPCL/HPCL/IOCL/OIL/other Public Sector OMC) during last 5 years. If so, particulars of the same may be furnished. Concealment of facts shall not only lead to cancellation of the bid/order, but may also warrant legal action. Bidder debarred/blacklisted by any Central Government Ministry, Department, Attached Office, Subordinate office, Statutory Body, Regulatory Body, Central University, Autonomous Body, CPSEs or State Government Department, Attached Office, Subordinate office, Regulatory Body, State University, Autonomous Body, State PSEs as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- xxiii. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site. The nature of the site, the means of access to the site, the space they may get and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender.
- xxiv. The contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to IICA and shall indemnify IICA against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which IICA, Manesar may be party or involved as a result of the contractor's failure to comply to relevant acts which the contractor is to follow.

xxv. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance and other related documents including complying with any statutory requirements and provisions of applicable laws.

xxvi. Proposal submission by a bidder implies that he has read this notice and all other contract documents and has made themselves aware of the scope and specifications of the work to be done.

xxvii. Any annual empanelment contract, if awarded as a result of this RFP document will be in the nature of a standing offer and that actual supply order will be placed from time to time, if and when required by the Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Government of India. No guarantee shall be given as to the minimum or actual usage and consequential supply orders.

B. Mandatory Documents Required to be submitted along with proposal:

The following documents are required to be submitted by the organization to the IICA at the time of submitting the Proposal as per **ANNEXURE-A**:

Registration Certificate

- i. Authorisation letter on official company letterhead of the respective Oil Marketing Company (OMC), under whose franchise the filling station is operating, duly authorizing the agency to engage in the business of sale and supply of Diesel Fuel as an agent of the OMC and the area/locality/zone of operation/business.
- ii. Copy of Pan Card
- iii. Copy of GST Registration Certificate
- iv. Copy of Incorporation Certificate/LLP Certificate/Firm Registration Certificate (single proprietorship/partnership)
- v. Proof of experience of handling similar assignments (copies of supply orders (minimum 3 of minimum supply of volume 2000 litres for each supply order, during the period from FY 2019-20, 2020-21, 2021-22 & 2022-23) to Central/State/UT Ministry/Department/Body/Authority/Board/Commission/Bureau/Corporation/Enterprise/Institute/University/Agency/etc.)
- vi. Audited Financial Statement of the last three (3) years Financial Years i.e. FY 2021-22, 2020-21, 2019-20

C. Selection criteria: One Agency each, from amongst all the bidding agencies of one particular OMC (BPCL/HPCL/IOCL/OIL/CPSE OMC), proposing and offering the highest fixed percentage (%) based discount on the day retail selling price for Diesel Fuel.

D. Earnest Money Deposit (EMD) / Bid Security:

- i. Bidders shall be required to furnish and submit “**Earnest Money Deposit (EMD) / Bid Security**” along with their bids/proposals **for the value of INR 25,000/-** in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's, Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form. The bid security shall remain valid for a period of forty-five days beyond the final bid validity period.
- ii. **However, Bidders, who are Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Start-up as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from furnishing of EMD/BS.**
- iii. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

E. Performance Security:

- i. Successful Bidder, awarded the empanelment contract shall be required to furnish and submit “**Performance Security**” **for the value of INR 75,000/-** in the form of Insurance Surety Bonds,

Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form.

- ii. Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations, if any.
- iii. Bid security shall be refunded to the successful bidder on receipt of Performance Security.
- iv. Performance Security money will be forfeited in case of violation of any of the terms and conditions of the tender or if it is found that the items supplied is not up to the mark.

F. Arbitration:

In the event of any dispute arising between IICA and the vendor in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the Director General & CEO, IICA who may name and authorize the person as sole arbitrator an officer of IICA notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act shall apply to such arbitration. The agency expressly agrees that the arbitration proceedings shall be held at IICA Manesar, Gurugram.

G. Terms of Payment:

- i. No advance payment will made by IICA for any supply, whatsoever.
- ii. **The payment will be made to the agency maximum within 30 calendar days from the date of receipt of tax invoice from the agency.**
- iii. The agency would be required to deposit the GST or any other taxes, if any with the appropriate authority in time.
- iv. Supplier will be responsible for any leakage, spillage, loss on transit/cartage/delivery. If found, then payment will be paid as per actual quantity found at site.
- v. Payment will be made only after satisfactorily delivery and inspection of material by IICA, Manesar, as certified by Executive Engineer/Junior Engineer, IICA

ANNEXURE - I

FORMAT FOR PROPOSAL SUBMISSION
(to be submitted on official organization letterhead)

To,

The Administrative Officer
Department of Administration
Indian Institute of Corporate Affairs
Ministry of Corporate Affairs
Government of India

Sub: Proposal in response to RFP No. _____, dated __.__.2024 for empanelment for a period of three (3) years for door step delivery and supply of Diesel Fuel, on "As and when required Basis" for Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Government of India – **Reg.**

Sir,

We, M/s _____, a _____ (LLP/Company/Firm), having our registered office at _____ and being an authorized Filling Station/Pump of M/s _____ (HPCL/BPCLIOCL/OIL/etc.), hereby submit our proposal seeking empanelment contract for a period of three (3) years for supply and door step delivery of Diesel Fuel, on as and when required basis, for Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Government of India.

2. We certify that we have perused, understood and accept all the terms and conditions, as stated in the RFP No. _____, dated __.__.2024 and the same shall be binding upon us.

3. We certify that no litigation/legal case, for any matter, is pending against us in any court of Law in India.

4. We certify and submit that we understand that any empanelment contract, if awarded as a result of this RFP document will be in the nature of a standing offer and that actual supply order will be placed from time to time, if and when required by the Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Government of India. **No guarantee shall be given as to the minimum or actual usage and consequential supply orders.**

5. We certify that if at any stage during the proposal evaluation or during empanelled contract period, any concealment, suppression or hiding of any facts, information etc. comes to the knowledge and notice of IICA, which might have impacted the assessment and evaluation of our proposal, we shall be liable for penal and legal action, as per law.

Date:
Place:

(Signature of authorized signatory)
(Full name of authorized signatory)
Official Seal of Agency _____

FINANCIAL BID PROFORMA
(to be submitted on official organization letterhead)

To,

The Administrative Officer
Department of Administration
Indian Institute of Corporate Affairs
Ministry of Corporate Affairs
Government of India

Sub: Financial bid proposal for empanelment for a period of three (3) years for door step delivery and supply of Diesel Fuel, on as and when required basis for Indian Institute of Corporate Affairs – Reg.

Sir,

Vide this proposal, We offer a fixed and maximum percentage (%) based discount as stated below, on the total charge/cost to billed for payment of dues towards us from IICA, for each instance of valid supply of diesel fuel made to the institute in response to formal received requisition/indent from IICA.

S.N o	Material Description	Discount (%) per Litre offered (in number)	Discount (%) per Litre offered (in words)
A	B	D	E
1	Supply and door step delivery of Diesel Fuel (petrodiesel) to Indian Institute of Corporate Affairs, Ministry of Corporate Affairs		

Note:

- i. Diesel prices are subject to Govt. notification and shall be applicable as per prevailing rate at the time of delivery.
- ii. For discount, vendor has to mention in % age which will be fixed for entire period of contract.

2. Declaration by the Bidders: This is certify that I/We before signing this Bid have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by them.

(Signature of authorized signatory)
(Full name of authorized signatory)
Official Seal of Agency _____

Date:

Place:

Note:

- i. Highest discount offered by a bidding agency, from amongst all for a particular Public Sector OMC (BPCL/HPCL/IOCL/OIL/other CPSE OMC), will be considered L1-1 bidder for empanelment from that particular OMC.
- ii. **In the event of multiple (more than one) technically qualified H-1 bidder emerging:**
 - a. Incase there is a tie, the bidder with higher net experience in months of supplying Fuel i.e. Diesel or Petrol in a Central Government/Ministry/Department/Authority/Board/Institute/Commission/Office/Bureau/Directorate/etc. will be selected.
 - b. The bidder shall quote discount over retail selling price for diesel.
 - c. The prices of diesel are subject to public sector Oil Company's (Manufacturer) notification and shall be applicable as per prevailing rate in Haryana at the time of delivery.
 - d. Bidder shall submit a copy of such notification from time to time along with the bill.

Affix duly attested P.P size, recent photograph of the authorized representative of the prospective bidder

Sl. No.	Documents asked for	Page no. at which document is placed
1	Name of Proposing Company/firm/entity (Attach Certificate of Registration)	
2	Name of Proprietor/ Director of Agency/Authorized person (Authority letter to be attached)	
3	Full Address of Registered Office	
4	Telephone No. : Mob. No. FAX No. : E-Mail Address :	
5	Full address of Operating/ Branch Office	
6	PAN/GIR No. (Attach attested copy)	
7	PAN Details of Authorized Representative (Attach attested copy)	
8	GST Registration certificate	
9	Given details of gross income of the Agency as per IT Returns for the years 2019-20 : 2020-21 : 2021-22 : (Duly audited balance sheets and CA certificate for turnover of last three years to be attached)	
10	Details of Earnest Money Deposit (DD/ PO No. & Date) Drawn on Bank. Bank branch address	
11	Purchase Orders/Award of Contracts for similar types of works for the five years to the Government of India/State Government/Department / Institutions (Attach documents)	
12	Letter of Intent/purchase orders for ongoing work issued by other Government organizations, if any	
13	Authority letter for signing of the document on behalf of firm.	

14	A certificate regarding non-relationship with IICA employees	
15	Undertaking stating the firm is not blacklisted by any Central/ State Government/ Local Authorities, PSBs, PSUs, Autonomous Bodies, etc.	
16	Undertaking stating that no criminal case is pending against the Proprietor, any of the Partners, Directors, Key Managerial Persons etc.	
17.	Additional information, if any (Attach separate sheet, if required)	

Date:

Place:

Signature of authorized person

Full Name:

Seal:

Declaration:

1. I, Son/ Daughter/ Wife of Shri Proprietor /Director/Authorized signatory of the Agency, mentioned above, is competent to sign this declaration and execute this RFP document;

2. I have carefully read and understood the "Scope of work and General Instructions for the Proposer, the "terms and conditions" to this RFP DOCUMENT, all the terms and conditions of the RFP and undertake to abide by them;

3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/ we are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my Proposal at any stage besides liabilities towards prosecution under appropriate law

Date:

Place

Full name of authorized person

Signature of authorized person

Seal _____

FORMAT FOR DETAILS OF WORKS DONE

Bidders should provide necessary information about their current commitments on all contracts that have been awarded, or for which a 'Letter of Intent/Purchase Order' is placed or 'Letter of Acceptance' has been received or for contracts approaching towards completion and full completion certificates has yet to be issued. In support of submitted information, it is essential to submit copies of orders in hand or copies of Letter of Intent / Work Order as the case may be.

Please attach copies of Work orders of the following:

Sl. #	Name of the Ministry /State Governments/ Departments/ University/ Corporate Agency	Supply Details	Value of Supply Order

****Attach copy of Supply orders**

Place:
Date:

Signature of Bidder.....
Official Seal.....

*****Note: In Support of submitted information, it is essential to submit copy of purchase orders. The satisfactory performance certificates issued by such Ministry/Department/State Government, University, Corporate Agency if any***

Non-Disclosure Agreement
(To be executed on Stamp Paper of Hundred (INR 100.00) Rupees Stamp Paper)

This Non-Disclosure Agreement ("Non-Disc") is made and entered into _____ day of _____ month _____ year (effective date) by and between IICA ("Department") and _____ ("Company")

Whereas, Department and Company have entered into an Agreement ("Agreement") _____ effective _____ for _____; AND

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential
- c. Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- d. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
- e. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
- f. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
- g. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.

3. Onus - Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.

4. Exceptions - These restrictions as enumerated in this Agreement shall not apply to any Confidential Information:

- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b. After it has become generally available to the public without breach of this Agreement by Company; or
 - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d. Which Department agrees in writing is free of such restrictions.
 - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies** - Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
 6. **Need to Know**. Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
 7. **Intellectual Property Rights Protection** - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
 8. **No Conflict** - The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
 9. **Authority** - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
 10. **Dispute Resolution** - If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to IICA, IICA
 - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - b. The place of arbitration shall be the New Delhi
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in English language.
 - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
 11. **Governing Law** - This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at New Delhi, India only.
 12. **Entire Agreement**. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
 13. **Amendments** - No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
 14. **Binding Agreement** - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
 15. **Severability** - It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
 16. **Waiver** - If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
 17. **Survival** - Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
 18. **Non-solicitation** - During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee

and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.