



इंडियन ऑयल कॉर्पोरेशन लिमिटेड Indian Oil Corporation Limited

चन्द्रकान्ता भवन, न्यू बुद्धा नगर कालोनी
देवरिया बाईपास, तारामण्डल रोड, गोरखपुर-273016
Chandrakanta Bhawan, New Buddha Nagar Colony,
Deoria Bypass, Taramandal Road, Gorakhpur - 273016
(आफिस/ऑफ.) 0551-2324005, 2324540



Indian Oil
A Maharatna
Company

मण्डल कार्यालय
Divisional Office

Ref: M/2019/IN000117/UP./000018/1406/00006

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Date: 08.04.2019

To,
SH. DINESH KUMAR
S/O- SH. MULAHE
VILL- AHIRAN PURWA MAJRE PURE MANI, PO-
TIWARIPUR
DISTT- BARABANKI (U.P)225409

Dear Sir/Madam,

Sub : Proposed MS/HSD A Site Retail Outlet Dealership at Location: BETWEEN KM STONE NO. 69 TO 72 ON NH-27 ON RHS WHILE GOING FROM AYO TO LKO, District: FAIZABAD State: Uttar Pradesh Category: OBC

We refer to our advertisement dated 25.11.2018 and your application form No. 15451262491620 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent Bid Opening held at HOTEL PARK REGENCY GKP on 19.02.2019.

Please be informed that by this Letter of Intent, we propose to offer you a Retail Outlet dealership of Indian Oil Corporation Ltd. at the above location on the following terms & conditions:-

1. You have offered a suitable piece of land admeasuring 1575 Sq. Meter approx.; 35 Meter (frontage) X 45 Meter (depth) at PLOT NO. 1692 AND 1693, Village ASHRAFPUR GANGRELA ; Taluka: RUDAULI, District: FAIZABAD. you as indicated by you in the application for the development of the subject Retail Outlet. You have to make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.
2. As and when advised by the Corporation, the site offered by you should be duly developed up to the road level by cutting/filling (as applicable), with good earth/murum, layer-wise compacted as per standard engineering practices. You shall also construct necessary retaining wall and compound wall of 1.5 meters height, designed as per site conditions as per approval of Corporation as committed under Clause 12 (e) of affidavit submitted by you along with application. Subsequently, the land would be required to be transferred on lease for a minimum period of 19 Yrs & 11 months with renewable option at rentals mutually agreed upon / sold to Indian Oil Corporation Ltd. Kindly note that in case the site as offered by you for leasing/sale to Indian Oil Corporation Ltd. for putting up the Retail Outlet is not made available for lease/purchase as per the advice of the Corporation, this Letter Of Intent will be withdrawn without any further notice. However, there is no commitment from Indian Oil Corporation Ltd. for taking the said land from you.
3. Indian Oil Corporation Ltd. will develop the retail outlet at the above location BETWEEN KM STONE NO. 69 TO 72 ON NH-27 ON RHS WHILE GOING FROM AYO TO LKO on the said site to be taken on lease by Indian Oil Corporation Ltd. with appropriate structures, storage tanks and pumps. Additional facilities (site specific) may also be developed by Indian Oil Corporation Ltd. on its sole discretion such as Canopy, Service Station or any other facility as may be decided by Indian Oil Corporation Ltd. from time to time.
4. You will provide at the retail outlet other mandatory facilities at your cost at the Retail Outlet premises as under
 - a. Clean drinking water.
 - b. Telephone.
 - c. First aid kit with valid medicines.
 - d. PUC facilities, wherever it is mandatory.
 - e. Other facilities as may be specified by the Corporation from time to time.

रजिस्टर्ड आफिस : जी-9, अली यावर जंग मार्ग, बान्द्रा (ईस्ट) मुम्बई-400 051

Regd. Office : G-9, Ali Yavar Jang Marg, Bandra (East) Mumbai-400 051

5. For the facilities that may be provided by the Corporation as aforesaid, we will recover from you license fee as may be decided by the Corporation and applicable to you from time to time. At present, the license fee recoverable is Rs 472.77/- KL For MS and Rs 393.97/- KL for HSD including applicable taxes.
6. The corporation will not be held liable for any loss or damage on account of delay that may be caused in providing you the facilities mentioned above, whatever may be the cause of the failure or delay.
7. You will ensure all financial and other arrangements for operating the retail outlet dealership. In case you are unable to arrange funds required for development of desired infrastructure and facilities at the Outlet allotted and the working capital for operation of the outlet as mentioned in the Advertisement for the location, this LOI can be withdrawn and you will have no claim/damages whatsoever against the Oil Company.
8. You shall not induct any partner(s) in case of individual (s) nor make any changes in the constitution of the partners as existing at the time of application without approval of the company, except your spouse as per terms and conditions of Indian Oil Corporation Ltd., and shall give an undertaking to this effect.
9. It will always be a basic condition for the award of MS / HSD retail outlet dealership that you shall be paying attention towards day to day working of the dealership by personally managing the affairs of the dealership you will give us a written undertaking to this effect and shall not assign or part with the same to any other person (s).

You will not be eligible for taking up any employment. If you are already employed you will have to resign from the employment and produce the letter of acceptance of resignation by the employer before the issuance of Letter of Appointment by Indian Oil Corporation Ltd..

10. As agreed, you will be initiating necessary action towards enabling registration of site where the Retail Outlet is planned. You will also assist us in getting the requisite NOC from appropriate Authorities.
11. You will deposit with us a Demand Draft for 360000.00 drawn on any scheduled bank in favour of Indian Oil Corporation Ltd. payable at Gorakhpur towards Security Deposit (after setting off Initial Security Deposit amount) at the time of issuance of appointment letter after compliance of all the requirements of LOI.

Kindly note that the Security deposit will not carry any interest and is refundable at the time of expiry of agreement between you and the Corporation. However, if such expiry of agreement is consequent to proven adulteration/malpractice at the dealership, this amount will be forfeited. Moreover, this Corporation reserves its right to adjust this amount towards any dues to it.

12. You will also remit amount of Rs. 3,151,000.00 towards Non-refundable Bid amount, by way of a Demand Draft for Rs 3,151,000.00 drawn on any scheduled bank in favour of Indian Oil Corporation Ltd. payable at Gorakhpur within 15 days of receipt of NOC.
13. You will be notified by the corporation, in writing, after the facilities mentioned above are made available and are ready for commissioning the dealership. Immediately on receipt of the above notice from the Corporation, you shall obtain each and every license necessary for operating your dealership as may be required under any Central / State Govt. / Municipal or local authorities for the time being in force.
14. If we find that the progress made by you towards the above is not to our satisfaction, this offer is liable to be withdrawn.
15. Please note that you are required to fulfill the conditions with regard to inducting Spouse as Co-owner in the dealership before issuance of Letter of Appointment.

Handwritten signature

16. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:-

- a. In case you or your close relatives like spouse, unmarried son(s) and unmarried daughter(s) receive anytime or have received a letter of intent for any other dealership or distributorship from our company or any other oil company either in your individual capacity or in partnership with any other individual(s).
- b. If it is found that you have suppressed and / or misrepresented any material facts in your application.
- c. In case you are found to be convicted for any criminal / economic offence involving moral turpitude.
- d. In the event of death if you are an individual/partner.

17. In case you are not able to provide the land / develop facilities within the specified time or fail to fulfill the terms & conditions of LOI, then LOI can be withdrawn. In such situations Initial Security Deposit (ISD) would be forfeited.

The Initial Security Deposit (ISD) would also be forfeited if you are unable to submit the total bidding amount within the stipulated time or withdraw for any reason; your selection would be treated as cancelled and LOI withdrawn.

18. This letter is merely a letter of intent and is not to be construed as a 'firm offer' of dealership to you. The dealership will be allotted to you on your complying with the terms and conditions spelt out herein above by issuance of appointment letter along with signing of our standard dealership agreement between you and us.

19 Note : You have one time option to offer alternate land meeting all specifications in the advertised location/stretch within 90 days of this LOI provided you have not availed such opportunity of providing alternate land after FVC (Field Verification of Credentials).

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

Gorakhpur Divisional Office
IOCL(M.D),Deoria Bypass, Taramandal
Gorakhpur


Remarks :

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully

For Indian Oil Corporation Ltd.



Sanjeev Moyal
Chief Divisional Retail Sales Manager