



NAYARA ENERGY LIMITED
(Formerly known as Essar Oil Limited)

TENDER DOCUMENT
FOR APPOINTMENT OF
AGENCY FOR TRAINING OF FORECOURT SALES MANAGERS
AT
NAYARA ENERGY LIMITED
RETAIL OUTLETS ON PAN INDIA BASIS

Nayara Energy Limited, 5th Floor , Jet Airways Godrej BKC ,
Plot No C – 68 ,G Block , Bandra Kurla Complex ,
Bandra East , Mumbai – 400051 ,
Maharashtra , India

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**DEFINITIONS,
ABBREVIATIONS
&
INTERPRETATIONS**

DEFINITIONS

1. **'Applicable Law'** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State of Maharashtra and/or Rajasthan, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
2. **'Nayara Energy Limited' formerly known as Essar oil limited is referred hereunder & here after as "Company" and/or "NAYARA ENERGY LIMITED"**.
3. **'Approved'** shall mean approved in writing including subsequent written confirmation of previous verbal Approval and 'Approval' means approved in writing including as aforesaid.
4. **'Asset'** shall mean asset includes all Tanks, DU's along with all accessories etc., available in Retails Outlet / Site.
5. **'Bid / Bid Document'** shall mean the bid submitted by the Bidder/Vendor/Bidder/Vendor in response to the Tender Documents issued by the NAYARA ENERGY LIMITED (Nayara Energy Limited)
6. **'Bid Deadline'** shall mean the last date & time for submission of bid as specified in this tender.
7. **'Bidder/Vendor'** shall mean any firm, Company or party who quotes against this enquiry.
8. **'Contract'** shall mean the PO between NAYARA ENERGY LIMITED and the Bidder/Vendor for the execution of the works including therein all documents such as the invitation to tender, instructions to Bidder/Vendors, Conditions of Contract, Job Specifications, General Requirements, Time Schedule of Completion of Job, Drawings, Letter of Intent awarding the work, Agreed variations, if any etc.
9. **'Change Order'** means an order given in writing by NAYARA ENERGY LIMITED to effect additions, variations, or deletion from Original order. The vendor shall abide by such change orders by the company as deemed fit in the interest of the work.
10. **'Construction Equipment'** means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, commissioning, checking, inspecting, operation or maintenance of the work.
11. **'Vendor'** means the person or the persons, firm or Company whose tender has been accepted by the NAYARA ENERGY LIMITED and includes the vendor's legal heirs, representative, successor(s) and permitted assignees
12. **'CODO'** shall mean Company owned and Dealer operated Retail Outlet.

13. **'DODO'** shall mean Dealer owned and Dealer operated Retail Outlet.
14. **'FSM'** shall mean Forecourt Sales Manager
15. **'DAYS'** means a day of 24 hours from mid night irrespective of the number of hours worked in that day.
16. **'Delivery Date'** shall mean the date by which all the required automation materials shall be delivered to Retail Outlet.
17. **'Eligibility Criteria'** shall mean the eligible criteria as set forth in this tender, for techno-commercial as well as financial bid.
18. **'Nayara Energy Limited'** shall mean the person nominated by the NAYARA ENERGY LIMITED from time to time and shall include those who are expressly authorized by the NAYARA ENERGY LIMITED to act for and on his behalf for all function pertaining to operation of this contract. All functions pertaining to the operation of contract means all acts necessary for execution of the contract coordinating between the different agencies and final closing of the contract. Nayara Energy limited is also referred as "company" here after at various places in the bid document.
19. **'Force Majeure'** means an event or circumstance including its effect which is beyond the reasonable control of the either party as set forth in this tender.
20. **'Franchisee'** Franchisees of NAYARA ENERGY LIMITED that operate various ROs which are owned/taken on lease by NAYARA ENERGY LIMITED with whom NAYARA ENERGY LIMITED has entered into a franchisee agreement.
21. **'Training Completion Certificate'** in relation to the work shall mean the certificate regarding the satisfactory completion of the Training.
22. **'Net Worth'** shall mean as per Companies Act. 2013 and amendment, if any.
23. **'Party/Parties'** shall mean NAYARA ENERGY LIMITED, Bidder/Vendor.
24. **'PCODO'** shall mean Partially Company owned and Dealer operated Retail Outlet
25. **'Parent company'** shall mean a company, which holds more than 50% equity either directly or indirectly in the Bidding Company or Project Company or a Member in a Consortium developing Project.

26. **'Project Manager'** shall mean the Project Manager of NAYARA ENERGY LIMITED, or any person so appointed, nominated or designated.
27. **'Retail Outlet (RO)'** shall mean Retail Outlet site where NAYARA ENERGY LIMITED carries on the Petroleum business through its franchisees wherein the automation related materials supply, installed, commissioned shall be delivered by the Bidder/Vendor.
28. **'Scope'** shall mean all directions, provisions, and requirements, attached to the contract, which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the services to be rendered under the contract for the work or works as may be amplified or modified by NAYARA ENERGY LIMITED during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works.
29. **'Sub-Vendor/ Sub- Vendor'** means any person or firm or Company (other than the vendor) to whom any part of the work has been entrusted by the vendor with the prior written consent of the NAYARA ENERGY LIMITED /NAYARA ENERGY LIMITED /Site-in- Charge and their legal heirs, representatives, successors and permitted assignees of such person, firm or Company. The sub vendor shall be appointed by the vendor in consultation & prior permission with NAYARA ENERGY LIMITED
30. **'PMC'** means a person or firm/company including their successors who are responsible for the coordination among various verticals within the company and with the vendors, supplier, third parties, franchisees and other stake holders and developing work philosophy, planning, MIS, formats, SOPs, QAQC surveillance, etc. for the seamless execution with no time and money over run. However it is company's prerogative to include or exclude some or other responsibilities with the PMC.
31. **'Week'** means a period of any consecutive seven days.
32. **'Works'** shall mean and include all works to be executed in accordance with the Contract or part thereof as the case may be which not only includes Facilities and Services but shall include all extras, addition, altered or substituted works as required for the purpose of the contract or as may be required to be executed by the NAYARA ENERGY LIMITED / engineer-in- charge.
33. **'Service Area'** shall mean as a Zone, State or Division of the actual location / site identified as deemed fit to the Company for the purpose of distribution of works.
34. **'Working Day'** mean any day which is not declared to be holiday or rest day by the NAYARA ENERGY LIMITED

INTERPRETATIONS

DISCLAMIER

1. Though adequate care has been taken while preparing the Tender/ bid documents, the Bidder/Vendors shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to NAYARA ENERGY LIMITED immediately. If no intimation is received from any Bidder/Vendor within five (5) days from the date of notification of TENDER DOCUMENT/Issue of the TENDER DOCUMENT, it shall be considered that the TENDER DOCUMENT is complete in all respects as received by the Bidder/Vendor, and there are no concerns on any point, which needs clarification by the Bidder/Vendor.
2. Nayara Energy Ltd (NAYARA ENERGY LIMITED) reserves the right to cancel, modify, amend or supplement at its sole discretion this Tender document including all formats and Annexure at any moment of time. No queries will be entertained in this respect.
3. While this bid/ tender has been prepared in good faith, neither NAYARA ENERGY LIMITED nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender, even if any loss or damage is caused by any act or omission on their part.
4. Issuance of tender documents to any bidder/Vendor does not qualify the bidder/Vendor to claim the award of the work or any obligations on the NAYARA ENERGY LIMITED. The award of the work will be done based on the NAYARA ENERGY LIMITED acceptance criteria and NAYARA ENERGY LIMITED will have all rights to accept or reject any such obligations, whatsoever.
5. The bidder / vendor shall keep all proceedings of this bid/ tender absolutely confidential. At no point of time the bidder shall share / disclose/ discuss / intimate /publish the details of bids to any of company's competitors, other bidders etc. The standard clause of confidentiality would be applicable (Refer clause: 19 "Confidentiality" of Terms & conditions of contract).
6. To safeguard company's interests to its complete extent, the bidders / vendors shall not cartelize, and join hands with each other to gain the unscrupulous gains.

BID DETAILS

BID INFORMATION SHEET

Sr. No	Description of Item	Particulars
1	Scope of Work	Training of Forecourt Sales Manager for NAYARA ENERGY LIMITED Retail Outlets on Pan India basis. The detailed scope is also part of tender document and enclosed.
2	Mode of Submission of Bids	<ul style="list-style-type: none"> • Bid shall be submitted in 2 bid format-(Technical & Price Bid) • Technical bid shall be submitted via E mail only on Mktg.Procurement@nayaraenergy.com on or before due date & time. • Price bid shall be submitted on a separate e mail only on Procurement@nayaraenergy.com on or before due date & time. • Technical Bid shall consist of all documents as mentioned in the bid documents Annexure A. • Price Bid shall be submitted as per the price bid format- Annexure B. • Every page of the bid including all terms & conditions all sheets of this document shall be signed by bidder/Vendor.
3	Bid submission due-date	03 rd Oct 2018 by 03:00 PM
4	Bid Submission mode	Through E Mail as mentioned above.
6	Contact person for queries	For Technical/General Queries on the tender document: Please send your queries, if any, on or before 30 th September 2018 on Mktg.Procurement@nayaraenergy.com
8	Currency of Offer	Quoted Price shall be in Indian Rupees (INR) Only.
9	Validity of Offer	Offers shall be valid for a period of 180 days from bid submission due date.

1. BID DETAILS

- a) The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document shall be furnished. Failure to provide the information and/or documents as required may render the bid technically unacceptable.
- b) The Bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.
- c) Further in case where the bidding company has used the financial eligibility criteria of its parent company then it needs to be ensured that any change in the controlling equity of the Bidding Company requires prior approval of NAYARA ENERGY LIMITED.

2. ELIGIBILITY CRITERIA

A. ELIGIBILITY CRITERIA FOR VENDORS ARE AS FOLLOWS:

The Bidder/Vendor shall furnish evidence of having the following experience & capacity: **(Please refer annexure A also)**

1. The tenderer must have executed similar jobs/ is currently executing similar jobs, wherein training of targeted population is carried out by trained and qualified trainers who are on the payroll of tenderer preferably with an Oil Marketing Company in India. The tenderer must be able to produce proof of his engagement/experience with oil marketing company or other companies.
2. The tenderer must be able to efficiently operate across all regions of India and must have an efficient Project Manager backed by an Administration team for effectively managing and handling the trainers, being provided under this tender.
3. The tenderer should have a minimum annual turnover of Rs. 10 crores in previous financial year 2017-18. They should be able to provide adequate working capital for ensuring payment of salary and allowances to the trainers provided by them without depending on settlement of the bills by Nayara Energy Limited.
4. The tenderer must be in a position to provide a list of atleast 30 candidates meeting the following criteria for evaluation and selection the time of placement of bids.
 - a) Minimum qualification: Graduate in any discipline.
 - b) Experience in training manpower: Minimum 2 yrs.
 - c) Age: Not more than 30yrs (relaxable by 5 yrs. in case of suitable candidates).
 - d) Willingness to extensively travel and based at B or C class Cities.
 - e) Proficiency in English and Hindi or Hindi and Regional language.
 - f) Candidate must have excellent communication skills.

- g) Of the 30 candidates, the tenderer must be able to provide candidate proficient in regional language as follows:

Sr. No	Regional Language	No. of prospective trainers
1	Marathi	3
2	Telegu/Tamil	5
3	Kannada/Malayalam	5
4	Odiya/Bengali	3
5	Gujarati	3

(Bidder / Vendor shall submit the required documents as mentioned above along with duly filled annexure A)

Bidder/Vendors shall meet all the above criteria to be eligible for this tender. Offers of bidder/Vendors not meeting Bid Qualification Criteria shall be rejected.

3. BID SUBMISSION:

3.1 The following information and/or documents shall be submitted by the Bidder as per the enclosed formats/Annexures specified in this Tender document:

- a) Annexure A -Technical Bid
- b) Annexure B - Price Bid
- c) Annexure 1 - Organisation data
- d) Annexure 2 - Compliance to Bid Requirement
- e) Annexure 3 - Declaration of Non-blacklist / Non Banned Party
- f) Annexure 4 - Declaration confirming the absence of any conflict of interest.

3.2 Strict adherence to the formats wherever specified, is required. Non-adherence to formats and/or submission of incomplete information will be treated as a ground for declaring the Bid as non-responsive. Each format shall be duly signed and stamped by the authorized signatory of the Bidder, further scanned and submitted.

3.3 The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria of Tender to the satisfaction of NAYARA ENERGY LIMITED covering the following:

Unconsolidated/Consolidated audited annual accounts in support of meeting financial requirement, consisting of unabridged balance sheet, profit and loss account, profit appropriation account, auditors report, etc., as the case may be of Bidding Company or Financially Evaluated Entity for any of the last three (3) financial years immediately preceding the Bid Deadline used for the purpose of calculation of Annual Turnover of last Financial Year in case of Net Worth.

3.4 In case the annual accounts for the latest financial year are not audited / unavailable Bidder shall submit certificate to this effect from the Statutory Auditor's Authorized signatory along with provisional Annual Account signed by directors of the company and certificate issued by Chartered Accountant. In such a case, Bidder shall

provide the Audited Annual Reports for 3 (Three) years preceding the year; or from the date of incorporation if less than 3 years; for which the Audited Annual Report is not being provided.

a) Before submitting the Tender, Vendor shall at their own cost and expenses carry out any kind of assessment if required(If applicable / If required):

Note: The finally selected Vendor/s after techno/commercial evaluation will not be eligible to make any claim on any of the said counts in what so ever manner for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitral.

Before submitting the Tender, Vendor/Bidder shall verify completely to satisfy all specification and T&C by obtaining clarification from NAYARA ENERGY LIMITED on all the items as may be desired. After submission of Tender, no claim for any alleged loss or compensation will be entertained on this account, and such a claim shall not be arbitral.

3.6 In consideration for having a chance for enter into a contract with NAYARA ENERGY LIMITED, Vendor shall agree that the bid submitted will remain valid for the period prescribed in the tender conditions, from the date of opening of the tender. Vendor will not be entitled during the said validity period (i.e.: valid up to **180 days** from the date of bid opening), to revoke or cancel the tender without the consent in writing from NAYARA ENERGY LIMITED. In case Vendor revokes or cancels the tender or, varies any of the terms and conditions of the tender without the Consent of NAYARA ENERGY LIMITED, in writing, he Earnest Money deposit paid along with the tender will be liable to be forfeited.

3.7 Price quoted by the vendor shall be firm during the validity period of the bid. Vendor shall specifically take note of this factor before submitting their tender(s).

3.8 All corrections and alterations in the entries of tender paper will be sealed & signed in full by the vendor with date. No erasures or over writings are permissible.

3.9 Transfer of tender document by one intending vendor/Bidder to another one is not permissible. The vendor/Bidder on whose name the tender has been invited only shall be eligible to submit the quote.

3.10 The Tender submitted by a vendor if found to be incomplete in any or all manner is liable to be rejected. The decision of NAYARA ENERGY LIMITED in this regard will be final and binding.

3.11 Bidder's Nomination of Authorized Representative:

Bidder shall designate one authorized person to represent the Bidding Company in all its dealing with NAYARA ENERGY LIMITED. This authorized person shall perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. In order to regularize the above, the Bidding Company shall submit, along with Bid, a Power of Attorney in original, authorizing the signatory of the designated person along with the Bid.

4. CLARIFICATIONS

The Bidder/Vendors if required, shall seek clarifications or suggest amendments to tender as consolidated / collated information, communicated in one go to reach the dedicated email of NAYARA ENERGY LIMITED, before

30th September 2018, as provided in the tender document. Queries / Clarifications requested through piece / multiple emails will not be entertained.

5. AMENDMENTS TO TENDER BY NAYARA ENERGY LIMITED

At any time prior to the deadline for submission of Bids, NAYARA ENERGY LIMITED may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender by issuing clarification(s) and/or amendment(s).

The clarification(s)/amendment(s) (if any) will be notified by mail at least Two (2) days before the proposed date of submission of the Bid. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.

RIGHT TO WITHDRAW THE TENDER AND / OR REJECT ANY BID

- This Tender may be withdrawn or cancelled by NAYARA ENERGY LIMITED at any time without assigning any reasons thereof. NAYARA ENERGY LIMITED further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
- NAYARA ENERGY LIMITED reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the Tender and make its own judgment regarding the interpretation of the same. In this regard, NAYARA ENERGY LIMITED will have no liability towards any Bidder and no Bidder shall have any recourse to NAYARA ENERGY LIMITED with respect to the selection process.
- NAYARA ENERGY LIMITED decision in this regard will be final and binding on the Bidders.
- NAYARA ENERGY LIMITED reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance of bid by NAYARA ENERGY LIMITED will be full and final.

6. OTHER CONDITIONS

- Bidder/Vendor should have all necessary approvals/Consents/Clearances/Certifications, licenses etc from the appropriate authority / entity required.

TERMS & CONDITIONS OF THE CONTRACT

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The commercial rates shall be inclusive of all taxes and duties (Basic + GST) as provided in the Price Bid Format - Annexure B (Format attached).

1. The rates shall be quoted for across pan India/State wise (Refer Annexure B for price Bid)
2. Lodging, Boarding, Local Conveyance, To & Fro charges shall be arranged by Vendor. However these charges shall be reimbursed by Nayara Energy Limited on extra at actuals basis submission of proof of receipts/bills and it shall be paid as per the guidelines by Nayara Energy Limited.

A) Payment Terms:-

The Payment Terms will be as follows-

No Advance is payable.

100% Payment with full taxes & duties, within 30 days from the date of receipt of Bills/invoices at Nayara Energy Head office. Bills/invoices shall be submitted monthly after completion of trainings each month.

Payment will be made only through RTGS/NEFT.

B) Completion Period :

Training Completion period at respective Site shall be within 1 day from the date of E-mail confirmation by Nayara Energy Authorities.

C) Price Validity: Two years from the date of Finalisation – with no escalation/de-escalation as also mentioned in Clause E.

D) ESCALATION CLAUSE

No escalation of price shall be entertained during the contractual period i.e. two years.

F) VENDOR SELECTION:

After receiving all the bids and completing the bidding process, NAYARA ENERGY LIMITED may conduct negotiations for shortlisting the Vendors and the scheduled date for the same will be intimated separately to the technically qualified bidders only.

G) Rate Contract Term :

Rate Contract Term will be **2 years** from the date of execution of the Rate Contract.

H) SAFETY:

a. SAFETY PRECAUTIONS AND COMPLIANCES TO BE FOLLOWED FOR SITE WORK/ COMMISIOING (Refer Safety circular no NEL/HSE/Retail engg/Const./01)

- i. The successful vendor shall be responsible for observance of all safety parameters as per NAYARA ENERGY LIMITED safety standards/safety policy in general, as observed by all oil companies.
- ii. Necessary safety equipment such as safety belts, helmets and other equipment shall be deployed by the vendor and used as per requirement.
- iii. Safety distance as per CCOE Rules and Oil Industry Safety Directorate shall be strictly maintained.
- iv. Any casualty or damage caused to property or person by any untoward incidents while executing this contract will be at the vendor's risk and cost.
- v. Wherever applicable, Vendor shall abide by hot work permits which shall be taken on day to day basis from the respective location as per policy of NAYARA ENERGY LIMITED.
- vi. All major jobs shall be undertaken only under the direct supervision of NAYARA ENERGY LIMITED employee/its representative/franchisee/PMC concerned. In this regard, vendor shall inform in writing to the concerned NAYARA ENERGY LIMITED office, prior to commencement of site survey and shall comply to the instruction from NAYARA ENERGY LIMITED engineer regarding any work to be executed at the outlet
- vii. No hot work is permissible inside the retail outlet premises.
- viii. Best safety practices shall be observed specifically for safety of manpower working at height. Successful bidder/Vendor shall follow NAYARA ENERGY LIMITED safety standards. Provision for safety line shall be made to ensure safety of people working at height during installation and O&M.
- ix. Vendor shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the work and / or, as required by NAYARA ENERGY LIMITED in respect of all labour employed directly or indirectly for performance of the works and shall provide all facilities in connections therewith. In case the vendor fails to make arrangements and provide necessary facilities as aforesaid, NAYARA ENERGY LIMITED will reserve all rights to do so and recover the cost thereof from the vendor.
- x. From the commencement to the completion of the works, vendor shall take full responsibility for the care thereof of all the temporary works (refer definition in section number 1). In case of any damage, loss or injury to the works or to any part thereof or to temporary works and / or any person directly or indirectly employed, or whatsoever, shall be repaired / rectified / replaced at Vendor's) cost to make it good / fit for the intended purpose so that at the time of completion, the works shall be in

good order and condition, in conformity in every respect with the requirement of the contract and NAYARA ENERGY LIMITED's instructions.

- xii. In respect of all labour, directly or indirectly employed for the performance of Vendor's part of this agreement, Vendor shall at his own expense arrange for all the safety provisions as per relevant Safety Codes of Indian Standards, the Electricity Act/I.E. Rules, The Mines Act and any such applicable / statutory regulations
- xiii. Vendor shall observe and abide by all fire and safety regulations of NAYARA ENERGY LIMITED. Before starting any commissioning work, vendor shall consult NAYARA ENERGY LIMITED's Safety Engineer or NAYARA ENERGY LIMITED and shall ensure to take all necessary precautions / comply to the requirements of NAYARA ENERGY LIMITED to avoid any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the NAYARA ENERGY LIMITED's existing property.
- xiv. Vendor shall be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates of prevailing Wages and observe hours of work/conditions of employment according to the rules in force from time to time.
- xv. Vendor shall be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify NAYARA ENERGY LIMITED for any such lapse liable for legal action.

b. HEALTH SAFETY ENVIRONMENT AT SITE:

Safety – A Line Function

The Health Safety & Environment at site is a line function and hence it shall be the responsibility of the Vendor to ensure that all activities at all times are strictly carried out as per the Safety norms.

First Aid

First aid is defined as the prompt treatment of injuries such as cuts or bruises. More serious injuries involving fractures or breakage to limbs, head injuries or other severe wound shall be treated by qualified and experienced medical personnel.

In the absence of any permanent medical facility at Site Vendor shall be responsible for establishing first aid facilities at Site along with arranging for emergency transportation.

Vendor shall establish their own first aid facilities at Site and arrange emergency transportation as and when required, provide first aid boxes or similar containers like bags or cupboards clearly identified as first aid containers that are designed to protect the contents from damp and dust placed and maintained in easily accessible places and made known / create awareness to every employee of that location.

Sufficient quantities of all essential medicines shall be maintained as necessary and periodically verified for expiry date and replenishment. .

J. INSURANCE

Vendor shall at his own expense obtain and maintain an insurance policy with Nationalised Insurance Company to the satisfaction of NAYARA ENERGY LIMITED as provided hereunder. Vendor shall comply with all the statutory requirements.

K. GOVERNING LAW AND SETTLEMENT OF DISPUTE

- This Contract will be governed by and construed under the laws of India.
- If any dispute of any kind whatsoever arises between NAYARA ENERGY LIMITED and Vendor in connection with or out of the contract, including without prejudice to the generality of the foregoing or any question regarding the existence or validity or termination, the either parties shall seek to resolve such dispute or difference by mutual consent.
- If the parties fail to resolve such a dispute or difference by mutual consent within 45 days from the date it arose, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Such dispute or difference shall be referred by either party for arbitration to the sole arbitrator as mutually agreed and appointed by the parties. If parties fail to agree and appoint the sole arbitrator, CEO of NAYARA ENERGY LIMITED will automatically takeover as sole arbitrator. Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time ("the Act"). The award of the Arbitrator shall be binding upon the parties for the dispute. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.
- Arbitral proceedings shall be conducted in English language and as per provisions of the Act. The seat of arbitration shall be Mumbai and only the courts in Mumbai, India shall have exclusive jurisdiction to try and entertain any issues concerning the said arbitration.

P. FORCE MAJEURE

Force Majeure Definition:

"Force majeure" is considered to be an extraordinary event or circumstance beyond the control of both the parties, such as a war, strike, riot, crime, or an event described by the legal term or, act of God (hurricane, flood, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract.

In practice, most force majeure clauses do not excuse a party's non-performance entirely, but only suspend it for the duration of the force majeure period.

FORCE MAJEURE Clause:

- a) Either of the parties are not liable for failure to perform the obligations of the contract and if such a failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service, no party is entitled to terminate the Agreement/PO under Termination in such circumstances.
- b) If Vendor asserts Force Majeure as an excuse for failure to fulfil the contractual obligation, in such case Vendor shall prove to have taken reasonable steps to minimize delay or damages caused by foreseeable events, and substantially fulfilled all non-excused obligations, and the company was timely notified of the likelihood or actual occurrence of an event described in Clause (Force Majeure).
- c) In the event of Force Majeure, the Bidder/Vendor is not able to perform its obligations under the contract, Bidder/Vendor will be relieved from its obligations during the force majeure period.
- d) If a force majeure situation arises, Bidder/Vendor shall notify NAYARA ENERGY LIMITED in writing promptly, not later than 7 days from the date of such a situation The Bidder/Vendor shall notify NAYARA ENERGY LIMITED not later than 3 days of cessation of force majeure conditions. After examining the cases, NAYARA ENERGY LIMITED will decide and grant suitable additional time for the completion of the work, if required.
- e) Depending upon the severity of the force majeure situation & assessing the status with respect to the situation and Vendor's capability, NAYARA ENERGY LIMITED will reserve all rights to either terminate the contract and / or amend the delivery period after investigating the actual situation at the sole discretion of Nayara Energy Limited and under such circumstances, Vendor will have no right to claim any amount on such termination and also will be liable to refund the advance taken (if any) within 7 days from the date of termination of contract.
- f) Notwithstanding the above, if any situation, which is a border line case and do not fall under the force majeure case as per the above understandings, company reserves the right to accept or reject any such cases at its sole discretion.
- g) The relaxation in the time line of execution/ completion of the project, increasing the deadlines etc. will be solely decided by the company, based on the occurrence of the incident and reporting by the Vendors etc.

Q. RISK MITIGATION TO THE OPERATOR / OFF-TAKER

1 INDEMNIFICATION:

The Bidder//Vendor hereby agrees to indemnify, defend, protect and hold harmless NAYARA ENERGY LIMITED and its employees, officers and directors, from and against, and assumes liability for:

- a) Any injury, loss or damage to any Person, tangible property or facilities of any Person (including reasonable attorney fees and costs) to the extent arising out of or resulting from the gross negligence or wilful misconduct of the Bidder/Vendor, its officers, employees, servants, affiliates, agents, licensees, invitees arising out of or in connection with the performance by the Bidder/Vendor of its obligations, representations and warranties under the Contract.

b) Any claims, liabilities or damages arising out of any violation by the Bidder/Vendor of any regulation, rule, statute or court order of any statutory or Governmental Authority in connection with the performance by the Bidder/Vendor of its obligations under the Contract.

2 LIMITATION OF LIABILITY:

NAYARA ENERGY LIMITED will not be liable for lost profits or other business interruption damages, or special, consequential, incidental, punitive, exemplary or indirect damages whether in contract, or otherwise, arising out of or in connection with the performance, failure to perform or termination of the Agreement.

R. SUCCESSORS AND ASSIGNEES:

In case NAYARA ENERGY LIMITED or Vendor undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

S. CONFIDENTIALITY

The Parties agree that any and all information learned by either Party concerning the business affairs of the other and all documents, materials and all technical, commercial, financial and other information (written only) which has not come into public domain; the existence and terms of this Contract; and the negotiations relating to this Contract shall be treated as confidential and such information shall not be disclosed during the scope of contract period and / or after the term of the Contract to a third person or legal entity without the express written consent of the other Party, except in instances where a Party has a statutory duty to disclose or a disclosure is required by law or by any regulatory or governmental body having jurisdiction over it, provided that the Party disclosing shall notify the other Party of such requirement within a reasonable time in advance of making such disclosure.

T. TERMINATION OF ORDERS / CANCELLATION

a) Refer to General Terms and conditions of this tender and conditions mentioned elsewhere also in the document. NAYARA ENERGY LIMITED reserves the right to terminate the contract at any stage or time without assigning any reasons what so ever and will not be liable to any losses of the vendors what so ever. NAYARA ENERGY LIMITED will pay only for the works executed / completed and handed over by the vendor as per the contractual deliverables.

b) Under the following conditions / situations, the PO / Contract can be terminated anytime by the Company by issuing 30 (Thirty) days' prior notice in writing to the Vendor without assigning any reason/s thereof and, NAYARA ENERGY LIMITED will not be liable to pay any compensation to the Vendor for such termination.

I. Notwithstanding anything to the contrary herein contained, NAYARA ENERGY LIMITED will be at liberty to terminate this contract any time for breach of the terms and conditions of the contract.

- II. If Vendor fails to comply with or commits a breach of any of the Vendor's Covenants, obligations contained in the contract, the contract can be terminated without any notice.
- III. If Vendor fails to perform as per the set objectives of the training & fails to deliver/demonstrate as per the expectations by Nayara Energy Limited AND/OR If in case even after multiple efforts Vendors fails to deliver as per the expectations of Nayara Energy Limited AND/OR Vendor fails to improve performance even after multiple notifications by Nayara Energy Authorities then the Contract can be terminated.
- IV. The Vendor being an individual, if adjudged insolvent or a compromise is entered into by him with his creditors without the approval of the Company, or if a distress, execution or other process is levied upon or if a creditor takes possession of or a receiver is appointed of any part of the assets or property of the Vendor.
- V. The Vendor, being a firm, if any member of the Franchisee is adjudged insolvent or a compromise is entered into by the firm or any member of the firm with their creditors without the approval of the Company, or a distress, execution or other process is levied upon or if a creditor takes possession of or a receiver is appointed of any part of the assets or property of the firm or any member of the firm.
- VI. The Vendor, being a Company or Co-operative Society, goes into liquidation whether voluntarily or compulsorily or if a distress, execution or other process shall be levied upon or if a creditor takes possession of or a receiver is appointed of any part of the property of the Vendor.
- VII. If vendor/its representatives /partners / staff found indulging in any unethical practice or found not abiding by the law of land.

W. SUBLETTING OF WORK

1. No part of the contract nor any share or interest thereof shall in any manner or degree be transferred, assigned or sublet, by the vendor, directly or indirectly to any firm or corporation whatsoever, without the prior consent in writing by NAYARA ENERGY LIMITED .

X. DOCUMENTS CONCERNING WORKS

- a) Vendor shall not disclose any information or document etc. concerning details of the work to the press or a news disseminating agency without prior written approval from NAYARA ENERGY LIMITED /Site-in-charge. Vendor shall not take any pictures on site without written approval of NAYARA ENERGY LIMITED /Site-in-Charge.
- b) The registered vendor shall carry out all the work at the ROs assigned / awarded as per the contractual requirements and deal directly through Nayara Energy Limited only and will not be allowed to deal with any of the Nayara Energy Limited Franchisee.

Y. OTHER CONDITIONS

- a. Vendor shall not display the photographs of the work or, take advantage through publicity of the work without written permission of NAYARA ENERGY LIMITED.
- b. Vendor shall not misuse any of the documents or information of this contract, and use only for the purpose of performing the contract.
- c. Vendor shall not undertake any Contract / Purchase Order directly from the franchisee of any NAYARA ENERGY LIMITED RO.

AB. ANTI-CORRUPTION

1. Vendor is and shall remain in compliance with all relevant laws applicable to the services [he/she/it] shall perform under this Agreement including all relevant anti-corruption laws. Vendor shall not, and nor shall any of [his/her/its] officers, employees, shareholders, representatives or agents ("**Associated Parties**"), directly or indirectly, make or offer any payment, gift or other advantage with respect to any matters which are the subject of this Agreement which (i) would violate any anti-corruption laws or regulations applicable to Vendor or [Company], (ii) is intended to, or does, influence or reward any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept, (iii) is made to or for a Public Official with the intention of influencing such a person and obtaining or retaining an advantage in the conduct of business, or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper (any one of (i) to (iv) being a "**Corrupt Act**").
2. Vendor represents and warrants that [he/she/it] and [his/her/its] Associated Parties have not engaged in any Corrupt Act prior to the date of this Agreement.
3. For the purposes of this Agreement, "**Public Official**" includes, without limitation, any person holding or acting on behalf of a person holding legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a state owned or public enterprise, a public international organisation, any federal or regional government department or agency, any political party, or any candidate for political office, or a relative or associate of any such person.
4. Vendor represents and warrants that it has in place appropriate anti-corruption systems and controls such as are reasonably likely to be regarded as constituting "adequate procedures" for the purposes of section 7 of the UK Bribery Act 2010.
5. During the term of this Agreement, Vendor shall (i) properly and accurately record in its Books and Records all transactions which relate in any way to this Agreement or to services provided by Vendor under it ("**Transaction Records**"), [(ii) provide the Transaction Records and/or any other such information as [Company] may reasonably require by notice in writing in order to monitor Vendor's compliance with its obligations under clauses [• - cross-reference the anti-corruption clauses above]]. For the purpose of this clause [•], "**Books and Records**" shall be deemed to include, without limitation, corporate records, bank statements, books of account, supporting documentation and other records and documentation (including without limitation, invoices, transfer documents and any other documents), whether in paper or other form.
6. Vendor undertakes not to share any fees, commission or other reward paid to it by Company with any Public Official or with an Associated Party of a business partner or potential business partner of Company.
7. To the best of [his/her/its] knowledge and belief, neither Vendor nor any of [his/her/its] Associated Parties:

- 7.1. has at any time been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct);
- 7.2. has at any time admitted to having engaged in any Corrupt Act (or similar conduct); or
- 7.3. has at any time been investigated or been suspected in any jurisdiction of having engaged in any Corrupt Act (or similar conduct)

8. Without prejudice to clause [● Termination], in the event (Company) reasonably suspects there to have been a breach of clauses [● Anti-Corruption Clauses] of this Agreement, [Company] may terminate the Agreement immediately upon giving notice in writing to the Vendor.

Please note that the above summary of indicative terms and conditions is not meant to be, nor shall it be construed as, an attempt to define all of the terms and conditions of Rate Contract which shall be executed with successful bidders as per the terms and conditions decided by NAYARA ENERGY LIMITED.

Hotline Clause:

1.1 Nayara Energy is committed to adhere to the highest standards of ethical, moral and legal conduct of business operations, including the measures against bribery, corruption and corporate fraud, as well to manage conflict of interest situations. Consequences of any wrong occurrence by few are felt by the Company hence Nayara Energy urges / encourages its third parties or counterparties or customers to report any instances of actual or suspected above mentioned unethical or improper conduct / behaviour or violation of Nayara Energy Ethics Code or Policies via the Hotline, a Whistle-blower may get in touch with our Chief Compliance & Risk Officer by using any one of the following five hotline whistle-blower channels, especially created for this purpose:

a. Web Interface:

Complaints can be filed through the our official website whistleblower.nayaraenergy.com or Nayara Energy Intranet or Format provided in Annexure-02 of Hotline Whistle-Blower Policy

b. Toll Free Hotline Telephone line and Interactive Voice Recording (IVR) System:

Complaints can be filed by calling our toll free number - [1800 266 2800](tel:18002662800) . Record your complaint with the IVR system.

c. Email:

E-mail completed complaint form at hotline@nayaraenergy.com.

d. Post / Letter and in person:

Send a completed complaint form through post or meet him in person & bring a completed complaint form at:

Nayara Energy Limited

5th Floor, Jet Airways Godrej BKC, Plot No. C-68, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051, Maharashtra, India

1.2 Above is not a mechanism for redressing any issues relating to performance or non-performance of the contract. Any such issue shall be agitated as provided in the contract. Neither any cognizance of such issues will be taken if raised on Hotline Whistle-Blower Complaint Channel nor be treated as a valid service or communication of any notice/fact under the contract.

PROJECT DESCRIPTION & SCOPE OF WORK

A. Project Description & Scope of Work:-

Motor Spirit and HSD are essential commodities and being so the only visible difference that can be perceived by a customer at a retail outlet is service. Besides, being essential commodities, statutorily, the Quality and the Quantity offering to the customers at the Forecourt not only is mandated by the Government, but being highly inflammable liquids, safety of the FSM, safety of the customer and the safety of the retail outlet, as well, is of supreme importance.

The FSM who are the interface of the company with the customer at the retail outlets fall into the semi-skilled to skilled worker category and mainly start their work life as unskilled labour. For the reasons of meeting, service, statute and skilling norms, it is essential to provide focused and concentrated training to the FSMs employed by franchisees as they have a direct bearing on the sales volumes at retail outlets and therefore that of the company as well as the brand image of the company. Both aspects being very crucial from the Nayara Energy Limited point of view, the training and skill upgradation of FSMs assume high importance. Moreover with the high turnaround of this category of workforce due to plenty of available opportunity, revisiting the same retail outlet at an interval also is necessary.

Now, the need for training FSMs has further increased from the earlier targeted numbers with the addition of the new retail outlets which has soared to 4600 and which will reach a number of 6000 by the end of the next calendar year. Re-training and refresher training is also a part of the now projected requirement number as the turnover of FSMs at retail outlets happens to be very high. For the coverage of around 5000 retail outlets which are expected to be in place in a few months' time and which shall grow further till the end of the new contract period, considering an average of 4 FSMs per retail outlet, we need to train 24000 FSMs in 12 months for which instead of the current trainer size of 1 trainer per zone (for 6 zones) we shall require 3 trainers per zone for 6 zones.

The mathematics is as follows:

- a) No. of Retail Outlets to be covered annually – 5000 +
- b) No. of FSMs to be trained considering an average of 4 FSMs per retail outlet – 20000 +
- c) No. of Training Sessions per Trainer per month – 12
- d) No. of targeted FSMs to be trained per month – $12 \times 10 = 120$

It also has to be considered that due to the inter distance between retail outlets being high and the availability of FSMs per session from one given retail outlet being as low as 2 to 3 considering that the said retail outlet has to continue selling while FSMs are being spared for training, the number of FSMs getting trained per month is taken as 120 per trainer

- e) As such for 18 trainers, 120 FSMs per trainer per month, annually, around 24000 FSMs can be targeted to be covered every year.

Trainer – Qualifications and experience required:

The trainer, who is expected to be a Graduate in any discipline, post graduate preferred, with a minimum 2 years of experience as a trainer and having a good track record with either a company marketing petroleum or one from the business areas of Mobile Services or Phones, FMCGs. Post Contract award it shall be the responsibility of the trainer/Agency to deliver as per the detailed training contents & objectives which will be meeting the expectation of Nayara Energy Limited.

The Service Provider Company - The Company providing the services of trainers must be a company of repute, well established and experienced in training of personnel, financially very sound and experienced in selecting, providing, managing and controlling and delivering the final objective of the training of the end –users (FSMs), by capable trainers willing to travel extensively to various retail outlets as per a training calendar decided every month by the Zonal Head of the respective Zone. A company having experience of providing trainers on a monthly hire rate basis and delivering training to field staff shall be preferred.

The Company desirous of providing the training services must quote their rate per trainer which should be all inclusive, the salary for the trainer, administration and management charges and cost of a Project Manager who shall exclusively manage and handle the entire posse of 18 trainers whose services are under offer to Nayara Energy Limited, under this contract, per month. The Project Manager would be the liaison between the service provider, the trainers whose services are provided and Nayara Energy Limited. The monthly rate so quoted will be devoid of GST applicable which shall be payable extra by the company. The Company desirous of providing the training services also must quote separately the travel allowances applicable to the class of trainers being hired by them.

ANNEXURES

Annexure- A

Technical bid - Vendor Information & Checklist			
Sr No	Vendor Details	Details as applicable / Enclosure no- Mandatory	Tick Mark for information given (√) Mandatory
1	Vendor's firm Name		
2	Registered Office Address		
3	Works Address/ Details of the Regional office / State Offices		
4	Vendor's Owner Name (Name of all Partners to be provided)		
5	Vendor's Owner Mobile No. (Contact numbers of all Partners to be provided)		
6	Name of Key Person assigned to project		
7	Contact details of Key Person assigned to project		
8	E-mail id of Key Person assigned to project / Owners also		
9	Mobile No. of Key Person assigned to project		
10	Establishment Year		
11	Dedicated Trainers/Experts for the company		
12	Number of Dedicated Office Staff for planning, monitoring & coordinating		
13	Number of field Staff for services.		
14	Date of Registration with Nayara Energy Limited		
15	Vendor Code, if already registered		
16	Total Number of PAN India Training Contracts in last 3 years		
	Total Number of PAN India Training Contracts with Nayara Energy Limited / ESSAR OIL LIMITED in		

AGENCY FOR TRAINING OF FSM ACROSS RETAIL OUTLETS OF NAYARA ENERGY ON PAN INDIA BASIS

	FY. 2017-18		
	FY. 2016-17		
	FY. 2015-16		
17	Total Number of PAN India Training Service Other Oil Companies- Private / PSUs in India		
	FY. 2017-18		
	FY. 2016-17		
	FY. 2015-16		
18	List of key Clients entered in to contract for PAN India Training		
	Clients 1		
	Clients 2		
	Clients 3		
	Clients 4		
19	Any other documentation relevant		
20	Enclose following details		
	Relevant / Current Organogram & HSEQ Policy		
	Any other relevant documents, please update.		
21	Financial & Taxation Compliance		
a	Complete vendor Profile (Please submit complete profile) with required details.		
b	PAN		
c	GST		
d	Copy of firm registration certificate		
e	Audited balance sheet duly certified by CA & turnover for last 3 consecutive years (Please mention Value in Rs.)		
	FY. 2017-18		
	FY. 2016-17		
	FY. 2015-16		
g	Copies of PO recently awarded by PSUs/Other Oil Companies along with registration certificate with these companies		
	FY. 2017-18		
	FY. 2016-17		
	FY. 2015-16		
	Note: Please sign & seal each & every page of the tender/ bid document.		

Annexure- B

Sl. No.	Item	Rate for PAN India basis		
		Basic	GST @ 18%	Total
1	Cost per month Per Trainer			

Note: The above rates (mentioned in Total Column) are inclusive of all applicable taxes & duties. The unplanned value towards Lodging, boarding, local conveyance, to and fro charges shall be paid extra at actuals on submission of original Bills/documents. However the same shall be paid as per the guidelines by Nayara Energy Limited.

1. All others Term & Conditions will be as mentioned in the Tender document. Please go through the tender document thoroughly before filling the rate. If the Price Bid Format is submitted by the Bidder, it will be construed/acknowledged that all Terms & Conditions of Tender document including scope is accepted by the Bidder.

ANNEXURE – I

ORGANISATION DATA TO BE SUBMITTED BY BIDDER WITH TENDER.

NAME OF ORGANISATION

ADDRESS

CONTACT PERSON

TELEPHONE NUMBERS

FAX NUMBERS

E-MAIL ADDRESS

CELL PHONE NUMBER

SEAL, SIGNATURE & NAME OF THE TENDERER

ANNEXURE – II

COMPLIANCE TO BID REQUIREMENT

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents for subject work issued by NAYARA ENERGY LIMITED.

We hereby further confirm terms and conditions mentioned in our un-priced as well as priced part shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

COMPANY SEAL: _____

NOTE: In the event of bidder's deviation to any of the technical, commercial and other conditions as stipulated in the bidding document, bidder shall furnish the Details of EXCEPTIONS AND DEVIATIONS or State as Nil Deviations.

SEAL, SIGNATURE & NAME OF THE TENDERER

ANNEXURE – III

DECLARATION NON BLACKLISTED / NON BANNED PARTY

WE CONFIRM THAT WE HAVE NOT BEEN BANNED OR DELISTED BY ANY GOVERNMENT OR QUASI GOVERNMENT AGENCIES OR PUSs.

SEAL, SIGNATURE & NAME OF THE TENDERER

ANNEXURE – IV

DECLARATION CONFIRMING THE ABSENCE OF ANY CONFLICT OF IINTEREST*

Date:

To:

Chief Compliance & Risk Officer

NAYARA ENERGY LIMITED

Subject: Declaration confirming the absence of any conflict of interest

Ref:

I, the undersigned ... representative of [full name of the tenderer], submitting a tender in respect of call for tenders reference number (-----), confirm:

- That I do not have any conflict of interest in connexion to the contract. A conflict of interest may arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that I will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest;
- that I have not made, and will not to make, any offer of any type whatsoever from which an advantage can be derived under the contract;
- that I have not granted, sought, attempted to obtain or accepted and will not grant, seek, attempt to obtain, or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract;
- that I understand that the Company Executive(s) / Committee(s) reserves the right to verify this information and that I am aware of the consequences which may derive from any false declaration in respect of the information required by the awarding body as a condition of participation in the contract procedure.

SEAL, SIGNATURE & NAME OF THE TENDERER