

Date:29.08.2022

Request for Proposal- RFP - 04/2022-23 dated 29.08.2022

Sub: Request for Proposal (RFP) - 04/ 2022-23 dated 29.08.2022- “Club HP “Happy shop” HPCL brand Convenience Store Operation at HPCL’s flagship outlet under Mumbai

Due date for Submission of the RFP- 20.09.2022 at 17:00Hrs

Dear Sirs,

Hindustan Petroleum Corporation Limited (hereinafter referred to as “HPCL”), is one of the major integrated petroleum refining and marketing companies in India. It is a Public Sector Undertaking (PSU) with Maharatna status. HPCL has a vast network of more than 20,000 strategically located fuel retail outlets. These retail outlets are catering to the petroleum product requirements of customers in every part of the country, with the strongest presence in all Metros and ‘A’ Class cities amongst Indian Petroleum Industry.

M/s. Auto Care Centre Bandra (West) is HPCL’s flagship Retail outlet in Mumbai, located at the junction of S.V. Road & Turner Road, Bandra West. It is on walkable distance from Linking Road, Hill Road & Bandra Station.

M/s. Auto Care Centre Bandra (West) is Company-owned Company-operated retail outlet . It is being managed by Company Officers and enjoys an excellent reputation in the upscale Bandra Market. This is fully Automated retail outlet offers excellent customer experience thru its superior fueling & customer facilities like HP Happy Shop, Courier Services, Vehicle Service Centre, Lube changing facility, Automatic Car wash, Nitrogen & air facilities, Clean toilets etc

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Objective

In pursuit of enhancing customer experience on a continuous basis, HPCL is expanding the bouquet of services being promised to its esteemed customers under the umbrella of brand "Club HP". In this endeavor, HPCL has launched its first branded convenience store in the name "Club HP "Happy shop" (Hereinafter referred as "Club HP Happy Shop", "Happy Shop" or "Shop").

We are having a fully ready and 24 Hr operational HP Happy Shop at Auto Care Centre, Bandra West, Mumbai. Thru this Request for Proposal, we are inviting bids for the operation of HP Happy Shop as per the terms & conditions mentioned in this RFP. Approx area of the HP Happy shop is 1300 sqft. HPCL will offer the "ARB" facility with complete Infrastructure i.e. interiors, branding, lighting, air conditioners, CCTV, Coolers, Freezers, electrical fittings, display racks and with required furniture & fixtures). Details of the items to be provided by HPCL are as per **Annexure A**. HPCL shall provide all required software/hardware support for smooth running of Happy Shop except the items mentioned in Annexure B. Items mentioned in **Annexure B** will be in the scope of the Operator. These items need to be provided by the operator at the beginning of operation at the time of signing of the Agreement. The Successful bidder for "Happy Shop" shops will greatly be decided by the service standard maintained in the shops for top class customer experience.

We hereby separately providing details of Select Space for "Happy Shop" at our subject Retail Outlet in **Annexure-I**, which we propose to offer for operation of "Club HP Happy shop". In case this proposal fits into bidder's business plans, please provide offer as per the terms and conditions of this RFP.

Submission of RFP: Completed RFP / BIDs in all respect as per the terms, conditions & procedure mentioned in the Request for Proposal should be submitted to below mentioned address by due date. Completed RFP / BIDs should be marked as "Proposal for operating and managing "Happy shop" at Auto Care Centre Bandra, Bandra West" under Mumbai Retail Region

Address:

*DGM Mumbai Retail region
Hindustan Petroleum Corporation Limited.
Mumbai Regional Office (Retail)
¾, S V Road & Turner Road Junction
Bandra West, Mumbai - 400050*

For RFP related queries, please contact:
*Ms Pinki Parmar: Ch Mgr RE - MIS & Analytics,
Contact no: 7506308857
Email ID- pinkisarvaiya@hpcl.in*

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Details of HPCL's Scope & other terms for Scenario-1

1 - Term

1.1 The validity will be for a period of **Two years and may be renewed for two more year**, at sole discretion of HPCL, on mutually agreed terms and conditions between the parties.

2 – Obligations of HPCL

- 2.1 HPCL will offer the “ARB” facility with complete Infrastructure i.e., interiors, branding, lighting, air conditioners, CCTV, Coolers, Freezers, electrical fittings, display racks and with required furniture & fixtures). Details of the items to be provided by HPCL are as per **Annexure A**. HPCL shall provide all required software/hardware support for smooth running of Happy Shop except the items mentioned in **Annexure B**. Items mentioned in Annexure B will be in the scope of the Operator. These items need to be provided by the operator at the beginning of operation at the time of signing of the Agreement Prior to handing over operations of Club HP Happy Shop an agreement will be executed between HPCL and Successful bidder which shall be binding on both the parties.
- 2.2 HPCL will grant permission to the Successful bidder to enter and operate the “Happy shop premises for the operation and management of shops at selected HPCL Retail outlets, wherein the bidder has been declared successful.
- 2.3 HPCL shall provide basic electricity and water facilities with separate consumption meter for the “Happy Shop” and the consumption cost of the same shall be paid by the Successful bidder.
- 2.4 HPCL will allow the Successful bidder to conduct and operate the business in the “Happy shop” and to source all quality/branded goods for this purpose, and store and / or process and sell the same to customers.
- 2.5 Successful bidder to ensure all kind of good quality daily need products in following segments are kept in the store. i.e. Grocery items, Food & Beverages, Snacks & Confectioneries, Health & Baby care, Cosmetics, Dairy products, Oils & Fats, Grains & Pulses (both in packed & bulk), Cereals, Toiletries, Over-the-counter drugs, Fruits and Vegetables (both fresh & frozen), Bread & Bakery items, batteries etc. Successful bidder shall ensure that the products stored and sold thru Happy Shop are not expired or of inferior quality or damaged products. Any addition or deletion of products as per market demand will be allowed in consultation with local HPCL Officials.
- 2.6 Successful bidder will have freedom of deciding the price list & operating hours and round-the-clock access to the “Happy shop” premises based on prevailing market standards. However, Happy Shop shall be in operation for 24X7 and 7 days a week.

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- 2.7 HPCL will provide Corporation's branded uniform, at the time of starting of the Happy Shop only, in 2 sets per operating staff, to concerned operating staff of the Successful bidder. Successful bidder has to declare, beforehand, number of staffs to be engaged in the shop. Successful bidder has to provide uniforms, in line with HPCL brand, for subsequent requirements. Successful bidder to ensure that at any given operating time of the store and during delivery of goods to customers at any time, concerned staff wear HPCL's branded uniform only in neat and clean conditions. No other dresses will be allowed during operating hours of Happy Shop.
- 2.8 HPCL will bear and pay all current and future rentals, municipal taxes, property taxes and property assessments, cess etc., to concerned authorities, levied on or in respect of the Retail Outlet premises including the premises of the "Happy shop" and any increments therein.
- 2.9 HPCL will arrange for the insurance of the premises and fixed assets provided in "Happy shop", i.e. for all the hardware, software, furniture & fixtures provided by HPCL. Successful bidder will have to arrange for the insurance of product inventory and hardware, software, furniture & fixtures provided by the successful bidder.
- 2.10 HPCL will carry out the desired branding of the Happy Shop as per the need of the Corporation. HPCL will also provide desired artwork for branding of internal space of the shops, hoardings, delivery vehicles, carry bags and other advertising items like leaflets etc. The successful bidder will carry out branding as per the instructions of HPCL. This branding shall be limited solely for use in relation to the "Happy shop" and shall not be construed to confer any right or title upon The Successful bidder, to the brand name of the Corporation.
- 2.11 HPCL will provide power connection with separate meter. To ensure uninterrupted power back up for the smooth functioning of the "Happy Shop" successful bidder has to carry out necessary arrangement, provide Infrastructure/facilities etc as per the need of the local requirement, at its own cost, including M&R and running / operating of such facilities.
- 2.12 HPCL shall always have the right to carry out inspection by their officials for determining and supervising the functioning of Happy shop and assessing performance of Successful bidder in carrying out the operation of the "Happy shop" any time without any notice, and the Successful bidder shall render all assistance for the same.
- 2.13 HPCL may at its sole discretion take part in the promotional schemes devised by The Successful bidder as per mutual agreement.

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- 2.14 HPCL will ensure digital support is extended to the successful bidder to enable receiving on-line orders from customers through mobile app along with orders received through telephonic calls, WhatsApp and across the counter.

3 Obligations of successful bidders.

Mandatory Obligations:

- 3.1 The Successful bidder to assume complete responsibility (including cost & risk) to operate the “Happy shop” in all respects, like sourcing inventory, storage/store management, supply chain & delivery management as per requirement, ensuring 100% timely delivery of quality and quantity products to customers.
- 3.2 The Successful bidder shall operate “Happy shop” 24X7, 7 days a week, unless dictated otherwise by local laws as may be applicable.
- 3.3 The Successful bidder shall take adequate insurance coverage against inventory damage, third party risk to person and properties, fire and explosion risk, workmen’s compensation and injury during the continuance of the Agreement.
- 3.4 The Successful bidder to invest his/her own money for buying all materials required for preparing and / or selling all Grains & Pulses, Oils, Toiletries, Soaps & Detergents, Health Care & Cosmetics Baby products, Chocolates, Dry fruits, Snacks & Biscuits, Hot & Cold Beverages, Fruits, Vegetables, dairy products, Pharmaceuticals, Fruits & Vegetables, Sweets & Farsan, Flower bouquet from the “Happy shop”. Mandatory items to be kept in consultation with HPCL and ensure the shop is well stocked and provide a wide range of quality products as per the preference of the customer.
- 3.5 The Successful bidder to provide adequate and trained work force in appropriate uniforms in line with the design provided with good hygiene standards to look after the operations at the “Happy Shop”, solely at its own cost i.e. Salary and staff welfare expenses will be paid by the Successful bidder. Staff includes (store boys/ delivery boys/ manager/ cashier/ pharmacist/security guards etc.) as per requirement to operate the shop smoothly.
- 3.6 The Successful bidder to deploy adequate vehicles (Cycles & 2/3 & 4 wheelers) and manpower for effective delivery of products at customer’s door step.
- 3.7 All complaints & grievances, if any, pertaining to the quality or quantity of products sold, pricing, staff behavior, level of services or any other complaints related to the operation of the “Happy Shop” shall be handled by the Successful bidder and the Corporation shall have no responsibility or liability in this regard.

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- 3.8 The Successful bidder shall provide convenient and pleasant environment to the customers through good housekeeping, courteous service and ethical business practices.
- 3.9 The Successful bidder to ensure that its representatives and staff at the “Happy shop” conduct themselves in a businesslike manner, that does not in any way cause inconvenience to the customers either at the shop or at the retail outlet.
- 3.10 The Successful bidder is required to train the staff time to time, on behavioral, operational and financial aspects as per the standard practices. HPCL may also conduct / support training programs for the staff engaged by the Successful bidder as per the Business requirements in discussions with the Successful bidder.
- 3.11 The Successful bidder shall take all care and caution to maintain “Happy shop” in a good condition at its own cost and undertakes to pay HPCL for any damage or loss caused to the “Happy shop” premises as determined by HPCL.
- 3.12 The Successful bidder shall not change the name of the “Happy shop” under any circumstances.
- 3.14 The Successful bidder shall not carry on any other business in the premises of “Happy shop” without obtaining prior written permission of HPCL.
- 3.15 The Successful bidder shall not borrow money by securing “Happy shop” premises or any other assets of HPCL in premises.
- 3.16 The Successful bidder shall dispose of all rubbish, garbage and sewage waters without polluting the environment or causing nuisance or inconvenience to the surrounding/neighborhood. It will be responsibility of The Successful bidder to dispose of all rubbish in a manner prescribed by concerned Municipal Corporation.
- 3.17 The Successful bidder shall at its own cost carry out all minor repairs, re-plaster and paint premises from time to time and keep “Happy shop” premises in good condition. However, Successful Bidder will have to take prior permission in writing from HPCL to carry out such works.

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- 3.18 The Successful bidder shall deploy adequate personnel for the security of “Happy shop” premises.
- 3.19 The Successful bidder shall not use any open flame/ direct heating equipment like welding, etc. in the “Happy shop” premises.
- 3.20 The Successful bidder shall not at any point of time sublet the premises entire or part of it.
- 3.21 The Successful bidder shall not use/ sell any product directly or indirectly competing with products manufactured / marketed by HPCL.
- 3.22 The Successful bidder not to serve or otherwise sell or deal within “Happy Shop” or any other part of the shop Premises any alcoholic liquor or illegal drugs or prohibited material or expired products of any kind or any stale or inedible eatables under any circumstances whatsoever.
- 3.23 The Successful bidder to take all precautions that the articles of food or drinks or general provisions sold and supplied are all of good standard and healthy and in conformity with the standards required by the health department of the local Municipality and the Government and food and drugs department or any other statutory agencies.
- 3.24 The Successful bidder at its own cost to arrange additional storage space and warehouse, as per requirement / market demand, to ensure adequate stocks at the “Happy Shop” at any given time.
- 3.25 POS software, hard ware etc., bar code scanner, POS for payment collection, electronic weighing scale etc., required to operate the “Happy shop” will be provided by Operator as mentioned in Annexure B. Admin access to be shared with HPCL. All transactions to be done on a transparent and professional manner. All MIS reports as required by HPCL, to be submitted as per demand. The Successful bidder to offer Documents/ POS software access etc., for verification/audit as per requirement of the Corporation.
- 3.26 Whenever new products are received, the Successful bidder shall make an entry in store billing software, so that system inventory is always updated and found in line with physical inventory of the “Happy Shop”. Those products need to be created in the store’s billing software with basic information i.e. name, price, sku etc. Details required for online sale i.e. image, description, search key words etc. has to be keyed in mobile app service provider’s admin panel. Details added in the billing software can be synced at the time of creating product list in service provider’s admin panel.
- 3.27 The successful bidder to ensure that products list is updated with latest price and inventory of the store in the billing software of the store.

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- 3.28 HPCL's brand name or logo will be provided by HPCL. The Successful bidder to ensure the same shall be printed on all invoices along with GST details etc. to be mentioned as per applicable Government (Tax) guidelines. However, The Successful bidder herein specifically agree that the printing of HPCL brand name or logo on the invoices does not make HPCL responsible for the quality of services or goods sold by the Successful bidder to the customers. The Successful bidder shall be solely responsible in respect of the same. Space for display of the successful bidder's brand will be permitted at some prominent places of the "Happy Shop" on non-branded packs of pulses/ grains, on delivery vehicles etc on mutual consent basis.
- 3.29 The successful bidder should any time be ready to execute all orders received from various modes of transactions made by customers. i.e. 1stly order placed by walk in customers, 2ndly orders received through telephonic call or on WhatsApp and 3rdly orders received on –line through mobile app.
- 3.30 The successful customer should be ready to execute all types of deliveries i.e. across the counter/ Pick up and home delivery at the convenience of customers.
- 3.31 The successful bidder to update the order status of online orders in the control panel of HPCL's mobile app, to ensure customers access the latest status of their orders in the app.
- 3.32 All on line offers and promotional schemes would be managed by store successful bidder in the control panel of the service provider of mobile app.
- 3.33 The Successful bidder has to enter into an agreement with HPCL and abide by the terms and conditions of the Agreement, which is made as a part of this RFP in annexure-IV.
- 3.34 HPCL is registered owner/ licensed user of various IPRs ("Intellectual Property-Rights"). It is clearly agreed and understood by and between the Parties hereto that there is no license, expressed or implied, granted by HPCL to the Successful Bidder of any IPR by virtue of signing these presents. Successful Bidder shall not use HPCL's IPR without its prior written consent/ permission. IPR shall mean and include all Patents, Trade Marks, tradenames, brand names, logos, Copyrights and Designs owned by HPCL or used by HPCL as a Licensee and shall also mean and include all future IPRs, whether used, applied for or registered or licensed to it in any country or countries. Successful Bidder shall without the prior written consent of the other Party, advertise, publish, bring out, print, distribute, and/or circulate in any print or electronic media or produce and/or print and distribute any advertising and/or publicity material that utilize any trade name, trademark, logo of HPCL

4 – Compliance of Rules & Regulations.

- 4.1 The Successful bidder shall comply with the provisions of the Shops and Establishment Act, Sales Tax Act, GST regulation, Drug license, Legal Metrology

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Act, Consumer Protection Act, all employment and labour related laws, FSSAI license, NOC from police/district authorities and any other Laws, Rules and Regulations applicable to the operations of “Happy shop” from time to time. The Successful bidder shall be solely responsible and liable for consequences of any breaches/violations of the same and shall keep HPCL, its directors, officers and dealers indemnified against any claims, loss, damage or disputes arising out of the same either directly or otherwise.

- 4.2 The Successful bidder shall obtain and renew it from time to time, all necessary clearances, licenses, consents, approvals, permits and permissions to operate “Happy shop”.
- 4.3 The Successful bidder shall comply with the provisions of the Petroleum Act, 1934 and the rules made thereunder and the conditions imposed by the Controller of Explosives in the explosives license issued to HPCL for the retail outlet operations as far as applicable to operation of “Happy shop”.
- 4.4 The Successful bidder shall observe and perform all rules and regulations laid down by the Government or the Municipality in respect of “Happy shop”.
- 4.5 The Successful bidder shall be solely responsible for payment of remuneration to the employees employed for the operation of “Happy shop” and to comply with the Rules and Regulations as laid down in Payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen’s Compensation Act, 1923, Industrial Disputes Act, 1947, Employees State Insurance Act, 1948, Contract Labour (Regulation and Abolition) Act, 1952, Payment of Bonus Act, 1965, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Shops and Establishment Act, Factories Act, 1948, Maternity Benefits Acts and all the applicable Labour Laws from time to time and HPCL shall be in no event responsible/ liable for acts of omission and/or commission, including financial/pecuniary liabilities towards the employees and associates of The Successful bidder. The Successful bidder shall keep HPCL, its directors, employees indemnified against such liabilities and claims and against all actions, proceedings, suits, damages, loss, costs, charges and expenses in respect thereof which may arise directly or otherwise.
- 4.6 Proof of payment to staff in line with the provisions of the above laws, should be produced to HPCL on a regular basis and on demand as per requirement, if any.
- 4.7 The Successful bidder shall pay the Signage fees, as per bid, along with taxes at applicable rate by 5th working day of the same month by a Scheduled or Nationalized Bank only, other than a Co-operative Bank thru D.D. / NEFT/ RTGS.
- 4.8 Successful Bidder has to submit an interest free security deposit equivalent to 3 months signage fees within 15 days from the date of permission letter by the

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corporation for operating convenience store which shall be refunded by the Corporation on expiry of the agreement subject to necessary deductions as per the provisions of this tender and Agreement that shall be executed between HPCL and Successful Bidder

- 4.9 Operator not use any open flame/ direct heating /direct frying / welding equipment like gas/kerosene stove, etc. All heating should be done through indirect heating equipment like microwave ovens, etc. only. The Operator will be allowed to use open flames in those areas which are delicensed by the Chief Controller of Explosives (CCOE). The details of such locations will be conveyed separately in writing in advance by the Corporation to the Operator. If the Operator chooses to use LPG as a fuel for cooking/heating purposes, then non-domestic gas cylinders of HPCL are to be used.
- 4.10 Either Party can terminate this Agreement by giving **three months' notice** in writing to the other. However, this only can be evoked by the Operator after completion of at least one year of operation (lock in period)
- 4.11 The Corporation is entitled to terminate this agreement for below mentioned reasons, after giving notice of 15 days and if the Operator fails to cure the breach within 15 days of receipt of the said notice, this agreement shall stand terminated
- a) In the event the Operator fails or neglects or is unable to pay to the Corporation the amount payable, for a continuous period of 60 days or more, as stated in clause 11 willfully or otherwise,:
 - b) Does not comply with the provisions of the Petroleum Act, 1934, the Explosives Act, 1884 and the rules made there under or any other laws/regulations passed by the Central/State/Local government which are applicable to this Agreement.
 - c) Material breach of the terms and conditions of this agreement by the Operator and it fails to cure the breach within the stipulated period.
 - d) The Operator claims right, title or interest in the Premises or any part or portion thereof contrary to the rights granted to the Operator under this Agreement i.e. claims to be a tenant, sub-tenant or sub-lessee thereof.

However, Corporation reserves its right to terminate the Agreement forthwith on happening of any of the below events

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- There is in force a direction or order from a statutory authority that compels or results in closure of the convenience store, and all appeals and other remedies available there against have been fully exhausted.
- Consequent to an order from a Court, directing closure of the convenience store, and all appeals and other remedies available there against have been fully exhausted.
- The Corporation loses the right to occupy the Premises of the Selected Retail Outlet.

5- GENERAL PROVISIONS

- 5.1 HPCL shall be entitled to inspect the “Happy shop” at all reasonable times without giving any notice to The Successful bidder.
- 5.2 The Successful bidder shall implement the directions given by HPCL from time to time to improve the effectiveness and efficiency of the operation of “Happy shop”.
- 5.3 The Successful bidder understands and agrees that he is merely permitted to enter upon the “Happy shop” premises for the purpose of operating “Happy shop” during the period of this Agreement. The Successful bidder shall have no right, title or interest of any nature whatsoever in the said premises or any part or portion thereof. The Successful bidder undertakes not to claim that he is a tenant, sub-tenant, sub-lessee and / or claim any right, title or interest in the said premises or any part or portion thereof. The Successful bidder shall not be deemed to have been put in possession at any time whatsoever of the said premises or any part or portion thereof, whether exclusive or otherwise. The possession of the said premises and every part thereof will at all times in law and in equity, vest with HPCL exclusively. The Successful bidder will have no claim of dealership for retail outlet on the basis of this Agreement.
- 5.4 The Successful bidder shall not carry out any structural or other alterations, additions, or changes in any part of “Happy shop”/ premises without the prior consent in writing of HPCL.
- 5.5 The Successful bidder to follow all the advisories, guidelines & SOP in respect of Covid 19 issued by HPCL & Government Authorities.

Having stated our intentions & expectations, we invite a comprehensive business proposal from bidders structured on the following lines:

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Procedure for RFP submission:

Offer from Bidders should be sent in two separate sealed envelopes:

1. One envelope (marked "UNPRICED BID- CREDENTIALS"-Annexure II) containing details on credentials and
2. The second envelope (marked "PRICE BID- COMMERCIAL OFFER") containing the commercial offer in the format attached Annexure III.

Both of these envelopes should be sealed in one large envelope marked RFP FOR OPERATION OF Happy Shop at Auto Care Centre Bandra West and sent at the address given below. Offers not submitted in the above mentioned format shall be rejected. Prices shall not be mentioned in un-priced bid. Un-priced bid containing prices shall be summarily rejected.

*Hindustan Petroleum Corporation Limited.
Mumbai Retail Regional office, 3/4th S.V. Road and Turner road junction
Bandra west, Mumbai-400 050*

Please note that:

- a. HPCL reserves the right to amend, cancel or reissue this Request for Proposal (RFP) any time after issuance at its discretion. Amendments, if any, will be advised to all recipients of the RFP document by courier/ email/ fax and shall be binding on them.
- b. HPCL reserves the right to accept any proposal and reject any or all responses to this RFP without assigning any reasons for the same with no penalty to itself. HPCL's right to accept or reject the proposals and decisions in this regard shall be final and binding on the parties
- c. HPCL will evaluate the proposals following such methods, criteria and rationale, which in its, opinion, are in the best interest of HPCL.
- d. Proposals received pursuant to this RFP will become the property of HPCL and shall not be returned.
- e. Quoting for the RFP itself shall indicate the party's compliance and agreement with the above-mentioned clauses, terms and conditions. Detailed agreement covering Terms & Conditions will be signed with The Successful bidder, the format of the said Agreement which HPCL intends to sign with Successful Bidder is attached as **Annexure IV**. Bidders are requested to sign each page of the document as token of acceptance & indication of document is fully read & understood.

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- f. HPCL reserves right to negotiate with Highest Bidder if the Commercial offer is not as per their expectation.
- g. Highest bidder will be selected basis the quotes submitted by all the bidders.

RFP rejection criteria:

RFP will be summarily rejected with no further reference in the following situations:

- Bidders not quoting prices in the manner as desired in the RFP or RFP not submitted in the format as mentioned in this RFP.
- After review of the technical /unpriced bids if there are any deviations, bidder will be asked to confirm to the bid clauses, without any change in price bids. In case, bidder does not confirm to the bid clauses, the bid/RFP will be rejected in the following situations.
- Deviation from Bids scope and deliverable or excluding any item of the scope and deliverables.
- Bidders not accepting our bid clauses, terms & conditions, etc., in TOTO.
- RFP with offer of operating these vacant spaces other than for operating “Happy shop” will be rejected.
- RFP with prices mentioned in any document other than Price Bid- Annexure III
- Bids are liable for rejection if unsealed price bid (commercial offer) is submitted alongwith Unpricebid (credentials)

UnPriced-Bid (Credentials/ Supporting Document): Following documents are required to be submitted in **Unpriced Bid with Annexure II** duly filled on letter head

- Name of firm/ address/ Phone no/ Profile of the organization/ Brief history; promoters’ background showing their experience and expertise
- Registered email ID of firm
- Registration no of firm/ copy of shop & Establishment of any existing location and Incorporation certificate of the company
- PAN Card / Aadhar Card Copy (for proprietor in case of proprietorship)
- GST certificate of proprietorship/ partnership/ Company
- Experience and expertise in running grocery shops/ department shops/ or similar retailing shops in Mumbai. Bidder has to submit documental proof showing the minimum last 1 years of experience in running grocery shops/ department shops/ or similar retailing shops in the same locality / city, where “Happy shop” is being planned to be set up.
- Organization structure documental proof of showing existence of well structured organization and experienced manpower to run grocery shops/ department shops/ or similar retailing shops being operated in the same locality / city, where “Happy shop” is being planned to be set up.
- Audited and certified by CA -P&L Statement for last 2 Years to be submitted.

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- Earnest Money Deposit (EMD) of an amount Rs. 10000/- (Ten Thousand only) by means of a DD/ P.O. made in favour of 'Hindustan Petroleum Corporation Limited', payable at Mumbai (of a Nationalized / Scheduled bank other than co-operative banks), must be submitted along with the **unpriced bid**. The amount will be returned to all the unsuccessful bidders after finalization of successful bidder for quote. For the highest bidder, this amount will be returned after submission of security deposit.

Evaluation criteria of RFP:

- After the Due date and time for submission of Bids, the unpriced bids will be opened by HPCL.
- Priced bids, will be opened by HPCL after technical evaluation of the unpriced bids.
- All conditions of PQC to be fulfilled for bidders to be qualified for Technical Evaluation. Upon completion of evaluation of technical bids, price bids of only those parties shall be open who are qualified in technical evaluation.
- No revision in the prices quoted by the bidder will be allowed after submission of bids.
- Bids will be evaluated based on the prices, terms and conditions as quoted in the bid.
- Monthly signage fee payment consists of 2 components, both components shall be paid on monthly basis by the operator :
 - a) Fixed component of monthly payment: Minimum assured return in Rs per month
 - b) Variable component of monthly payment: Percentage of the total monthly sales turnover as per below mentioned slab as profit sharing. Sales turnover would mean total sales net of GST/VAT.
 - Up to Rs 50 Lakhs of Sales turnover – profit sharing as 1% of the Sales Turnover.
 - Rs 50 Lakhs to Rs 1 Crore of Sales turnover – profit sharing as 2% of the Sales Turnover.
 - More than Rs 1 Crore of Sales turnover – profit sharing as 3.25% of the Sales Turnover.

The GST will be over and above the fixed and variable component.

- Parties would be required to quote only for the fixed license fee in the price bid (Annexure III). H-1 bidder would be selected basis the highest quote for the fixed license fee.

Resolution of discrepancy in RFP:

- In case of any discrepancies / conflicts / error / contradictions in various sections of the RFP, clarifications may be obtained from the personnel. The clarifications so provided will be final and binding.

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- In case of any contradictions in various sections of this RFP submitted by the bidder, the clause as read or interpreted to be most beneficial to HPCL shall prevail.
- In all the cases of disputes / conflicts / contradictions, HPCL's decision / interpretation will be final and binding.

Please attach supporting documents for the above. An indicative format for the PQC/ Credentials is attached as per **Annexure II** to this document.

Price Bid (Commercial Offer)- Annexure III

HPCL brings to this venture “Happy shop” Space at strategic location/s. HPCL also brings in its Brand equity as a large, respected enterprise with a reputation of providing high levels of customer service over the past many years and more. Taking the same into consideration, bidders are requested to give us best offer for the Happy Shop at Auto Care Centre , Bandra West as per the details mentioned in Annexure-I. Bidder's Price Bid should be submitted as per the format given in **Annexure III**.

Annexure-I-Site details

Sr No	Name Of Retail Outlet	Location	Approx Area of Vacant Space in Sqft
1	Auto Care Centre, Bandra	¾, SV road and Turner road, junction, Bandra West Mumbai 400050	Approx. 1300 Sqft

If you wish to see the proposed site yourself before submitting your offer, you may contact Ms Pinki Parmar Sr Mgr RE –MIS & Analytics: 7506308857

Signature & Seal of the Bidder

PQC Unpriced Bid Credentials ANNEXURE II Date:
(On Company Letter head only)

(PQC – Unpricebid Credentials- ANNEXURE II is to be filled in on letter head and submitted in a separate sealed envelope with EMD and supporting documents. Bid is liable to be rejected if unsealed Price Bid- Commercial offer is submitted with the PQC/ credential offer)

1	Name of the Party	
2	Address	
3	Phone Number / Mobile Number of contact person	
4	Registered email ID of firm	
5	Type of Organization	Proprietary / Partnership/ Private Limited / Co-Operative Society/ Public Limited Company
6	Regn No of the Firm (Copy of Registration certificate to be enclosed) Copy of Shop & Establishment of any of the existing location. Incorporation certificate of the company	
7	PAN Number and Aadhar card (Copy to be Enclosed)	
8	GST Certificate of Proprietorship/ partnership/ company	
9	Experience & expertise in the field of managing business of Customer convenience store	
9	FSSAI and Drug License No of any of the existing shop.	
10	Audited P&L Statement, ITR and Balance sheet for last 2 Years	
11	No of grocery shops/ department shops/ or similar retailing shops in operation.	
11	Details of D.D submitted towards EMD	Amount: Rs.10000/- Name of the Bank:
12	Declaration of Blacklisting as per the format in Annexure-V	
13	Acceptance of all terms and condition as per the format in Annexure-VI	

Kindly submit relevant papers along with demand draft (EMD) along with the unpriced bid

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PRICE BID (COMMERCIAL OFFER) -ANNEXURE III
(On Company Letter Head Only)

Date:

(PRICE BID -COMMERCIAL OFFER-ANNEXURE III is to be submitted in a separate sealed envelope. Bid is liable to be rejected if unsealed commercial offer is submitted with the credentials)

Monthly payment consists of 2 components, both components shall be paid on monthly basis by the operator : Fixed component of monthly payment: Minimum assured return in Rs per month AND Variable component of monthly payment: Percentage of the total monthly sales turnover as per mentioned slab as profit sharing. Sales turnover would mean total sales net of GST/VAT.

Parties would be required to quote only for the fixed license fee in the price bid. H-1 bidder to be selected basis the highest quote for the fixed license fee.

Sn	Name Of Retail Outlet with Vacant Space	Location	Approx Area of Vacant Space in Sqft	Quoted Fixed rates for First year of operation in Rs			
				Basic rate per month in Rs (A)	Taxes in % of Basic (B)	Total Amount per month payable to HPCL (C)= (Basic+ Taxes)	Total Amount for the year payable to HPCL: (C X 12 Months) in Rs
1	Auto Care Centre, Bandra	¾, SV road and Turner road, junction, Bandra West Mumbai 400050	Approx. 1300 Sqft				

NOTE: -

- The rates will remain firm for the contract period of 2 years.
- Can be renewed further on mutual agreement basis with revised commercials.

Note:

EMD will be refunded to all the unsuccessful bidders after finalization of the RFP. For successful bidders, refund will be made only on payment of Security Deposit

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against LOI /PO, as placed. EMD shall not bear any interest and shall be refunded. While claiming refund, the original Cash Receipt issued by HPCL must be surrendered. EMD will be forfeited, in case party withdraws the offer made under RFP, before finalization of the RFP.

The successful bidder, with whom the contract is decided to be entered into and intimation is so given will have to make a security deposit in the form of e-payment/ account payee crossed demand draft drawn in favour of Hindustan Petroleum Corp Ltd, within 15 days from the date of intimation of acceptance of their RFP, failing which HPCL reserves the right to cancel the Contract and forfeit the EMD. In case Party after acceptance of the LOI and submission of Security deposit fails to start the business at the site, the Security deposit will be forfeited.

Signature & Seal of the Bidder

Annexure IV

DRAFT AGREEMENT

This Agreement is entered into and effective from this day of -----signed at Mumbai, India. ("Effective Date")

BETWEEN

Hindustan Petroleum Corporation Limited, a Government of India Enterprise, and a Company incorporated under the Companies Act, 1956, having its Registered office at Petroleum House, 17, Jamshedji Tata Road, Churchgate, Mumbai 400 020, and its Marketing Headquarters office at Hindustan Bhavan, 8 Shoorji Vallabhdas Marg, Ballard Estate, Mumbai 400 001 (hereinafter referred to as "the Corporation ' or "HPCL", which expression shall, wherever the context so requires or admits, mean and include its successors and permitted assigns) of the ONE PART.

AND

-----, a proprietorship entity, having ----- as proprietor, aged about ----- year s/o -----, having his Registered office at ----- (Hereinafter referred to as "the Operator", which expression shall, wherever the context so requires or admits, mean and include its Successors and permitted assigns) of the OTHER PART.

Hereinafter, HPCL and THE OPERATOR are individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS the Corporation is in the business of refining and marketing of Petroleum products like Motor Spirit (MS), High Speed Diesel (HSD), Kerosene, Liquefied Petroleum Gas (LPG), Lubricants, etc., and has set up Retail Outlets at various sites / locations throughout the country to sell petroleum products and is owner/lessee of a large number of such sites and the structures thereon.

WHEREAS in addition to running Retail Outlets for its products, the Corporation is also desirous of operating Corporation branded Convenience Stores at specifically earmarked spaces in the Retail Outlets (hereinafter referred to as "ARB" facility/facilities).

WHEREAS the Operator is a proprietorship entity engaged in the business of relabeling, repacking, retailing and whole selling of Kirana items and dry fruits.

AND WHEREAS the Operator has expressed its willingness to conduct and operate "ARB" facilities and the Corporation has agreed to allow the Operator to conduct and operate such "ARB" facilities at selected Retail Outlet Auto care centre Bandra T&E located at 3/4th S V Road, Turner road junction, Bandra West, Mumbai 400050 (hereinafter referred to as "the said premises"), The Parties, therefore, propose to enter

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into this comprehensive agreement (“Definitive Agreement”) for running the “ARB” facilities as per terms and conditions set forth.

NOW this AGREEMENT witnesses as follows:

1. Appointment and Terms:

1.1 For the Term (as defined below) of this Agreement, HPCL hereby appoints ----- and ----- accepts such appointment to provide Services to HPCL as more specifically set out in Clause 2.

1.2 Unless this Agreement is terminated in accordance with Clause 6, this Agreement shall be valid for a period of 2 years (“Initial Term”) from the date of signing of this agreement i.e. ----- to ----- (Both days inclusive). Subsequent to the Initial Term, HPCL and The Operator may mutually agree to renew this Agreement for two year as agreed to between the Parties on such terms as agreed between the Parties in writing (hereinafter referred to as “Renewed Term”).

1.3 This appointment is for operating and maintaining “ARB” facility by ----- at retail outlet of HPCL i.e., -----, located at -----, Mumbai.

1.4 Additional “ARB” facility, if any, to be considered on mutual agreement of Parties.

2. Scope:

2.1 Broader Scope of HPCL:

a) HPCL will offer the “ARB” facility with complete Infrastructure i.e, interiors, branding, lighting , air conditioners, CCTV, Coolers, Freezers, electrical fittings, display racks and with required furniture & fixtures). Details of the items to be provided by HPCL are as per Annexure A. .HPCL shall provide all required software/hardware support for smooth running of Happy Shop except the items mentioned in Annexure B. Items mentioned in Annexure B will be in the scope of the Operator. These items need to be provided by the operator at the beginning of operation at the time of signing of the Agreement. Such area of the said premises so marked for establishing the convenience store is hereinafter referred to as “the Scheduled Premises”.

b) Permit the Operator to enter upon the Scheduled Premises in the said premises for the purposes of carrying out its obligations under this Agreement. In the event of expiration or termination of this Agreement, the Operator shall return all furniture / fixtures & fittings / consumables etc. in working / healthy condition as per the list in Annexure-A, provided to the operator. Time schedule for handing over of the show Room property , after removal of inventory owned by the Operator, after completion of repairs of the Internal Infrastructure provided by HPCL if any, to ensure existing infrastructure is in working condition, after clearing of all the pending dues, if any, will be discussed in detail and finalized

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with mutual acceptance.

- c) Will extend all possible assistance to the Operator in obtaining all necessary clearances, consents, and approvals, permits i.e. FSSAI License, GST Registration, Drug license & Police NOC etc. from the concerned statutory authorities including the Municipal Corporations/Tax Authorities / State Drugs Standard Control Organization / Police etc. to operate the ARB Facilities at the Scheduled Premises in the name of the Operator.
- d) Will allow the Operator to conduct and operate the business of the “ARB” facility and to source all goods for this purpose, and store and / or process and sell the same to customers. Operator shall maintain the inventory as per the market demand and ensure that at all times the SKUs and brands demanded by the customers are available at the “ARB” facility at his cost and responsibility. Operator will also handle the inventory and take complete responsibility at his cost for clearing the perishable and expired stocks from the inventory as per the statutory norms / practices at all times.
- e) Provide Corporation’s branded uniform to concerned operating staff of the ARB facility. At any given operating time of the store and during delivery of goods to customers at any time, concerned staff are supposed to wear HPCL’s branded uniform only. No other dresses will be allowed.
- f) HPCL will Bear and pay all current and future rentals, municipal taxes, property taxes and property assessments, cess etc. levied on or in respect of the Retail Outlet premises including the premises of the “ARB” facility and any increments therein.
- g) HPCL will make good basic requirement of water for running the “ARB” facility, mainly for the use of staff present in the store on a nominal basis This water is to be used only for personal purposes and not for any commercial purposes. Operator has to make his own arrangements for any additional requirement of water both for storage and supplies at his cost and convenience.
- h) Insurance of the premises of “ARB” facility, fixed assets, machine, furniture & fixtures will be taken care by HPCL. Operator will coordinate in arranging the same. Operator shall take insurance for the Goods being stored / sold in the scheduled premises.
- i) HPCL will permit branding of the “ARB” facility as per mutual agreement between the Corporation and the Operator. This branding shall be limited solely for use in relation to the “ARB” facility and shall not be construed to confer any right or title upon the Operator, to the brand name of the Corporation. Operator shall seek permission from concerned designated authority for using of ARB facility branding before usage of the same for any purposes related with the Business of this facility / stores only.
- j) Will provide necessary space for display of signage for visibility at the said

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premises. The fabrication and installation of signage would be at the Operator's cost. Also all municipal charges, fees, levies, etc. in respect of such signage shall be borne by the Operator. The Corporation will also carry out one-time branding at pre-designated locations at its own cost, as per laid down standards of the Corporation for such one-time branding.

- k) Permit the Operator to decide on subject like product list, price list, operating hours and round-the-clock access to the "ARB" premises, and its equipment for delivery and maintenance, subject to approval of local authorities.
- l) Provide electric connection with a separate meter for monitoring consumption of electricity exclusively for running the "ARB" facility, for which Operator will make the timely payment to DISCOMS as per actual consumption.
- m) The Corporation shall always have the right to carry out inspection by their officials for determining and supervising the quality of jobs being carried out by the Operator in running and operating the ARB Facility and for ensuring compliance of this Agreement by the Operator, without any notice, and the Operator shall render all assistance for the same.

2.2 Broader Scope of Operator:

1. Will obtain all-necessary clearances, consents, approvals, permits i.e. FSSAI License, GST Registration, Drug license & Police NOC etc. from the concerned statutory authorities including the Municipal Corporations/Tax Authorities/ State Drugs Standard Control Organization/ Police etc. to operate the ARB Facilities at the Scheduled Premises at its own cost.
2. To provide all the items as mentioned in Annexure B at the beginning of operation at the time of signing of the Agreement.
3. To operate the ARB facility through POS software. Admin access to be shared with HPCL. All transactions to be done on a transparent and professional manner. All MIS reports as required by HPCL, to be submitted as per demand. Operator to offer Documents/ POS software access etc., for verification/audit as per requirement of the Corporation.
4. To deploy adequate vehicles (Cycles & 2/3 & 4 wheelers) and manpower for effective delivery of products at customer's door step
5. Whenever new products are received, the operator shall make an entry in store billing software, so that system inventory is always updated and found in line with physical inventory of the "Happy Shop". Those products need to be created in the store's billing software with basic information i.e. name, price, sku etc. Details required for online sale i.e. image, description, search key words etc. has to be keyed in mobile app service provider's admin panel. Details added in the billing

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software can be synced at the time of creating product list in service provider's admin panel.

6. The operator to ensure that products list is updated with latest price and inventory of the store in the billing software of the store.
7. HPCL's brand name or logo will be provided by HPCL. Operator to ensure the same shall be printed on all invoices along with the Operator's credentials along with GST details etc. to be mentioned as per applicable Government (Tax) guidelines. However, Operator herein specifically agree that the printing of HPCL brand name or logo on the invoices does not make HPCL responsible for the quality of services or goods provided by the Operator to the customers and Operator shall be solely responsible in respect of the same. Not be absolved of any claims or liabilities to third parties due to quality or quantity of product being sold under the said invoice and that it shall indemnify and keep HPCL, its directors, officers, representatives indemnified against all claims, costs, suits, damages, penalties, etc. arising due to same. Further, HPCL reserve the rights to commercialize the invoice space for advertisements / sales campaigns of HPCL own / other ARB / other related products.
8. Assume complete responsibility (including cost & risk) to operate the "ARB" Facility in all respects, like sourcing inventory, storage/store management, supply chain management as per requirement, ensuring 100% timely delivery of products to customers, category management and sales for purposes of commerce. The Operator on its own account shall conduct the ARB Facility, all realizations thereof shall belong to the Operator, and the Operator shall bear and pay the taxes in relation to such business, being sales tax, VAT and income tax.
9. Insurance of the inventory and its equipment owned by THE OPERATOR for any accidental damage etc. has to be taken by the operator.
10. To take all care and caution to maintain "Happy shop" in a good condition at its own cost and undertakes to pay HPCL for any damage or loss caused to the "Happy shop" premises as determined by HPCL
11. Shall not change the name of the "Happy shop" under any circumstances.
12. Shall not carry on any other business in the premises of "Happy shop" without obtaining prior written permission of HPCL.
13. Shall not borrow money by securing "Happy shop" premises or any other assets of HPCL in premises
14. All complaints & grievances, if any, pertaining to the quality or quantity of products sold, pricing, staff behavior, level of services or any other complaints related to the operation of the ARB facility shall be handled by the Operator and the Corporation shall have no responsibility or liability in this regard.

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15. HPCL will provide Corporation's branded uniform, at the time of inauguration of the Happy Shop only, in 2 sets per operating staff, to concerned operating staff of the Operator. Operator has to provide uniforms, in line with HPCL brand, for subsequent requirements. Operator to ensure that at any given operating time of the store and during delivery of goods to customers at any time, concerned staff wear HPCL's branded uniform only in neat and clean conditions. No other dresses will be allowed during operating hours of Happy Shop.
16. The Operator shall be solely responsible to comply with all statutory requirements, including wages, in relation to such work force employed at the ARB facility, including wages and HPCL shall have no responsibility in this regard. HPCL shall have the right to inspect and insist for the operator to comply all the statutory requirements of licensing, attendance records, wage records etc., for operating this facility.
17. Provide adequate and trained work force in appropriate uniforms with good hygiene standards to look after the operations at the "ARB' Facility, solely at its own cost i.e. Salary and staff welfare expenses will be paid by the operator. Staff includes (store boys/ delivery boys/ manager/ cashier/ pharmacist etc.) as per requirement to operate the store smoothly. The Operator shall be solely responsible to comply with all statutory requirements, including wages, in relation to such work force employed at the ARB facility, including wages and HPCL shall have no responsibility in this regard. HPCL shall have the right to inspect and insist for the operator to comply all the statutory requirements of licensing, attendance records, wage records etc., for operating this facility
18. Invest its own money for buying all materials required for preparing and / or selling all Grocery & General Item, Pharmaceuticals, Fruits & Vegetables, Sweets & Farsan, Flower bouquet from the "ARB' Facility. Mandatory items to be kept in consultation with HPCL and ensure the "ARB' Facility is well stocked and provide a wide range of products to the customers patronizing the "ARB' Facility as per the preference of the customers.
19. Operator at its own cost to arrange additional storage space and warehouse, as per requirement / market demand, to ensure adequate stocks at the ARB Facility at any given time.
20. Ensure that the "ARB' Facility is functional 7 days a week, 24X7 as per mutually agreed operating timing, unless dictated otherwise by local laws as may be applicable.
21. Provide a convenient and pleasant environment for the customers through good housekeeping, aesthetic and practical product display, courteous service and ethical business practices.
22. Ensure that its representatives and staff at the "ARB' Facility conduct themselves in a businesslike manner, that does not in any way cause inconvenience to the customers either at the ARB facility or at the retail outlet. Therefore Operator is required to train the staff time to time, on behavioral, operational and financial

aspects as per the standard practices. HPCL may also conduct / support training programs for the staff engaged by the operator as per the Business requirements in discussions with the operator.

23. Comply with all provisions of the Essential Commodities Act, Shops and Establishment Act, Consumer Protection Act, Sales Tax Act, Legal Metrology Act, Petroleum Act and any other Laws, Rules and Regulations applicable regarding the operations of the "ARB" Facility at the Scheduled Premises from time to time. The Operator shall be solely responsible and liable for consequences of any breaches/violations of the same and shall keep the Corporation indemnified against any claims, loss, damage or disputes arising out of the same.
24. Not serve or otherwise sell or deal within ARB Facility or any other part of the Scheduled Premises any alcoholic liquor or illegal drugs or prohibited material or expired products of any kind or any stale or inedible eatables under any circumstances whatsoever.
25. To take all precautions that the articles of food or drinks or general provisions sold and supplied are all of good standard and healthy and in conformity with the standards required by the health department of the local Municipality and the Government and food and drugs department or any other statutory agencies.
26. Not carry on any other business from the Scheduled Premises or any portion thereof other than specified herein above, unless authorized by the Corporation to the Operator in writing.
27. Provide adequate security for ARB Facility on the Scheduled Premises. However The presence of any security staff shall not however be deemed to mean that the Corporation has put the Operator in possession of any part or portion of the said premises in any manner whatsoever and the possession of the Retail Outlet including the Scheduled Premises shall at all times be with the Corporation
28. Operator not use any open flame/ direct heating/direct frying equipment like gas/ kerosene/induction stove, etc. All heating should be done through indirect heating equipment like microwave ovens, etc. only. The Operator will be allowed to use open flames in those areas which are delicensed by the Chief Controller of Explosives (CCOE). The details of such locations will be conveyed separately in writing in advance by the Corporation to the Operator. If the Operator chooses to use LPG as a fuel for cooking/heating purposes, then non-domestic gas cylinders of HPCL are to be used.
29. The Operator shall be solely responsible for the payment of wages to the staff employed by him for conducting and running the ARB Facility and to abide by the Rules and Regulations as laid down in Payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Employees State Insurance Act, 1948, Contract Labour

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(Regulation and Abolition) Act, 1952, Payment of Bonus Act, 1965, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Shops and Establishment Act, Factories Act, 1948, ESI act 1948 and all the applicable Labour Laws from time to time and the Corporation shall be in no event responsible / liable for acts of omission and / or commission, including financial / pecuniary liabilities towards the employees and associates of the Operator. The Operator shall keep the Corporation, its officers, directors indemnified against such liabilities and claim and against all actions, proceedings, suits, damages, loss, costs, charges and expenses in respect thereof.

30. Proof of payment to staff in line with the provisions of the above laws, should be produced to HPCL on a regular basis and on demand as per requirement, if any.
31. Operator shall make an entry in store billing software for all products that is sold in the ARB facility.
32. As part of initial onboarding, service provider of HPCL's "C" Store mobile app would get the product list from store billing software, build e-catalogue for that product, and upload the same to the mobile app. Operator to ensure the same is done as and when requested by the service provider of the mobile app.
33. Whenever new products are received at the store for sale, those products need to be created in the store's billing software with basic information i.e. name, price, sku etc. Details required for online sale i.e. image, description, search key words etc. has to be keyed in mobile app service provider's admin panel. Details added in the billing software can be synced at the time of creating product list in service provider's admin panel.
34. Operator to ensure that products list is updated with latest price and inventory of the store in the billing software of the store.
35. Operator to update the order status of online orders in the control panel of the service provider of mobile app, to ensure customers access the latest status of their orders in the app.
36. All on line offers and promotional schemes would be managed by store operator in the control panel of the service provider of mobile app.
37. Details of all walk in customer, who are interested to enroll in HPCL run Loyalty programs will be collected by the operator in the format as provided by HPCL and the same to be used for sales campaigns.

3. Payment Terms:

- 3.1 Operator to make monthly payment to HPCL as per the following agreed terms. Monthly payment consists of two components; both components shall be paid on monthly basis by the operator as agreed below. Date of commencement of sales

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from the store would be the applicable date for the purpose of monthly payment calculation.

- c) Fixed component of monthly payment: Minimum assured return of Rs _____ In Fig (In words) per month.
- d) Variable component of monthly payment: Percentage of the total monthly sales turnover as per below mentioned slab as profit sharing. Sales turnover would mean total sales net of GST/VAT.
 - I. Up to 50 Lakhs of Sales turnover-profit sharing as 1% of the Sales Turnover.
 - II. 50 Lakhs to one Crore of Sales turnover-profit sharing as 2% of the Sales Turnover.
 - III. More than one Crore of Sales turnover-profit sharing as 3.25% of the Sales Turnover.

GST invoice will be required to be raised by the HPCL for both fixed and variable component. The GST will be over and above the fixed and variable component.

- 3.2 To arrive at the monthly Sales turnover a joint reconciliation on a monthly basis be carried out and be kept on record and future audit purpose. THE OPERATOR to cooperate with HPCL officials in accessing relevant data to ascertain monthly turnover with whatever source of information is at disposal. HPCL shall raise monthly invoice between **1st and 5th of every succeeding month**. Payment shall be made by the Operator, **as per the invoice raised by HPCL, between 6th and 10th of the month thru RTGS**. If the Operator fails to make the payment within the stipulated time then its shall be liable to pay interest at 18% for delayed payment from the date the amount became due till the date of payment. The Operator may set off any amounts owed to it by HPCL, as acknowledged and agreed in writing by HPCL, against the amount payable to HPCL by The Operator.
- 3.3 Tax Deduction at Source: The payments to be made by The Operator to HPCL may be liable to tax deduction at source (TDS) as prescribed under Income Tax Laws and The Operator would adhere to the related compliance like issuing TDS certificates and reporting the details of the deductions made in the prescribed formats.
- 3.4 The Operator shall indemnify and hold HPCL, its directors, officers, harmless and free of loss arising from any liability from any claim from any government authority or other third parties towards non-payment or delay in payment of taxes, levy, dues, etc., along with any penal interest or penalties thereon as applicable on services rendered and/ or supply of goods under this agreement.
- 3.5 Nothing in this Clause shall interfere with the right of either Party to arrange its tax affairs as it deems appropriate. The Parties will cooperate with each other to

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determine accurately their respective tax liabilities and to plan their tax affairs legitimately under the framework of law.

4. Confidentiality:

Both the Parties agree not to disclose each other's Confidential Information to any third party and to keep and protect such Confidential Information in strict confidence, applying safeguards as would be reasonably applied to one's own Confidential Information, but in any case, not less than reasonable standard of care.

For purposes of AGREEMENT, "Confidential Information" means, with respect to either Party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the present or potential business, operation or financial condition of or relating to the disclosing Party (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which :

- A. Is known to the public through no act or omission of the receiving Party in violation of this AGREEMENT.
- B. Is lawfully acquired by the receiving Party from an independent source having no obligation to maintain the confidentiality of such information.
- C. Was known to the receiving Party prior to its disclosure under AGREEMENT.
- D. Was or is independently developed by the receiving Party without breach of AGREEMENT and which can be proved by sufficient documentary evidences; or
- E. Is required to be disclosed by governmental or judicial order, in which case the receiving Party shall give the disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and to enable such disclosing Party to seek a protective order or other appropriate remedy.

The confidentiality obligations under this clause shall survive the expiry of termination of this AGREEMENT for a period of 2 years thereafter.

5. Representation and Warranties:

5.1 HPCL shall provide the designated space and The Operator shall provide the Services respectively in the manner set out in this Agreement. Each Party shall be

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responsible for any liability, loss, fines, penalties, fees, damages or costs arising from any non-compliance, by it or its subcontractors hereunder.

- 5.2 Both HPCL and The operator have and shall at all times, during the Term of this Agreement, maintain all licenses, consents, approvals, registrations and the like, as may be required under applicable laws, to perform their obligations under this agreement including but not limited to licenses and registrations required by any government authorities. Each Party undertakes to perform all obligations under this Agreement in compliance with applicable laws.
- 5.3 Each Party will not use any Intellectual Property Rights of the other party in providing the services under this Agreement, without the prior permission in writing of the other Party.
- 5.4 Each Party represents and warrants to the other Party that: (i) it has the power and authority to grant the rights and perform the obligations to which it commits herein; (ii) the execution of this Agreement by the person representing it will be sufficient to render this Agreement binding upon it; and (iii) neither its performance hereunder nor the exercise by any other Party of rights granted by the warranting Party hereunder will violate any applicable laws or regulations, or the legal rights of any other Parties, or the terms of any other agreement to which the warranting Party is or becomes a Party.

6. Termination and Consequences of Termination:

- (1) Either Party can terminate this Agreement by giving **three months' notice** in writing to the other. However, this only can be evoked by the Operator after completion of at least one year of operation (lock in period).
- (2) The Corporation is entitled to terminate this agreement for below mentioned reasons, after giving notice of 15 days and if the Operator fails to cure the breach within 15 days of receipt of the said notice, this agreement shall stand terminated
 - a. In the event the Operator fails or neglects or is unable to pay to the Corporation the amount payable, for a continuous period of 60 days or more, as stated in clause 6 (2) willfully or otherwise,;
 - b. Does not comply with the provisions of the Petroleum Act, 1934, the Explosives Act, 1884 and the rules made there under or any other laws/regulations passed by the Central/State/Local government which are applicable to this Agreement.

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- c. Material breach of the terms and conditions of this agreement by the Operator and it fails to cure the breach within the stipulated period.
- d. The Operator claims right, title or interest in the Premises or any part or portion thereof contrary to the rights granted to the Operator under this Agreement i.e. claims to be a tenant, sub-tenant or sub-lessee thereof.

However, Corporation reserves its right to terminate the Agreement forthwith on happening of any of the below events

- There is in force a direction or order from a statutory authority that compels or results in closure of the convenience store, and all appeals and other remedies available there against have been fully exhausted.
- Consequent to an order from a Court, directing closure of the convenience store, and all appeals and other remedies available there against have been fully exhausted.
- The Corporation loses the right to occupy the Premises of the Selected Retail Outlet.

(3) Obligations on expiration and termination: Immediately upon the expiration or termination of this Agreement for any reason whatsoever, both the parties shall be relieved from all their obligations to the other Party except those arising prior to the termination or expiration of this Agreement. Further, The Operator shall vacate the Scheduled Premises given under this Agreement and remove all its possessions and equipment within fifteen (15) days from the date of expiration or termination of this Agreement failing which HPCL reserves its right to remove the same at the risk and cost of The Operator.

7. Indemnification and Limitation of Liability:

7.1 Each Party agrees to indemnify and keep the other Party and its directors, officers, employees, agents and its affiliates (including their directors, officers, employees and agents) fully indemnified at all times against any and all loss, damage, liability, fines, penalties, fees, costs (including without limitation attorneys' fees) arising out of any obligations, claims, actions, suits, judgments, orders, litigations, enforcements and/or proceedings, incurred or sustained by the other Party in connection with and as a consequence of : (i) breach of the terms of this Agreement; (ii) breach of its covenants, representations and warranties provided in the Agreement; (iii) unauthorized use of intellectual property rights of such Party; or (iv) fraud, theft, misconduct, negligence or deficiency of service; (v) any act or omission by the indemnifying Party or any misrepresentation made under the scope of this Agreement.

7.2 Notwithstanding any other provision of this Agreement, neither Party shall be liable either in tort (including for negligence), contract, misrepresentation, restitution or otherwise for any consequential, incidental, indirect or punitive losses or damage.

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7.3 Limitation of Liability: Notwithstanding anything contained in this Agreement, both parties' cumulative liability (other than its Fee payment obligations) whether in tort, contract or otherwise shall be limited to Rs. 20,00,000/- (Rupees Twenty Lakhs Only).

8. Governing Law and Jurisdiction:

8.1 The courts of Mumbai, India shall have exclusive jurisdiction on the matters arising from or in connection with this Agreement. This Agreement shall be governed by and construed under the laws of India.

9. Miscellaneous Clauses:

9.1 The Operator is merely permitted to enter upon the Scheduled Premises for the purpose of operating ARB Facility during the duration of this Agreement. The Operator shall have no right, title or interest of any nature whatsoever in the said premises or any part or portion thereof. The Operator undertakes not to claim that he is a tenant, sub-tenant, lessee, sub-lessee in the said premises or any part or portion thereof. The Operator shall not be deemed to have been put in possession at any time whatsoever of the said premises or any part or portion thereof, whether exclusive or otherwise. The possession of the said premises and every part thereof including aforesaid allied services will at all times in law and in equity, vest in the Corporation exclusively. The Operator will have no claim of dealership for retail outlet on the basis of this Agreement.

9.2 Severability: If any provision of this Agreement should be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and such provision will be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law.

9.3 Survival: Notwithstanding the termination of this Agreement, Clause 4 (Confidentiality), Clause 6 (Termination and Consequences of Termination), Clause 7 (Indemnification), Clause 8 (Governing Law and Jurisdiction), Clause 9 (Miscellaneous Clauses) and such other clauses which by their nature and context are intended to remain binding post the termination of this Agreement, shall survive and remain in effect in accordance with their terms.

9.4 Intellectual Property: Each Party shall retain all right, title and interest in its patents, copyrights, trademarks, proprietary and/or licensed software, service marks and trade secrets ("Intellectual Property Rights"). No right, title or interest whatsoever in the other party's Intellectual Property Rights is granted by this Agreement.

9.5 Notices: Any notice or other communication given pursuant to this Agreement must be in writing and (a) delivered personally or by courier, or (b) sent by registered mail with acknowledgment due, postage prepaid, at the present addresses set forth in this Agreement, unless and until a different address has been given by written notice to the other Party.

Signature & Seal of the Bidder

9.6 Force Majeure: Neither Party will be liable for any default nor delay in the performance of its obligations (other than payment obligations) under this Agreement if such default or delay is caused, directly or indirectly, by forces beyond the control of the Affected Party ("Force Majeure"). Force Majeure shall include, without limitation, fire, flood, earthquake or acts of God or terror; riots, civil disorders, rebellions in India; strikes, lockouts, government legislations, epidemic etc. A Party whose performance is prevented, restricted, or interfered with by reason of a Force Majeure condition shall be excused from such performance to the extent of such Force Majeure condition so long as such Party provides the other Party with prompt written notice within a period of seven (7) days from the date of occurrence of such Force Majeure event, describing the Force Majeure condition and takes all reasonable steps to avoid or remove such causes of non-performance and immediately continues performance whenever and to the extent such causes are removed. If the Force Majeure event continues for a period of more than 30 (thirty) consecutive days, either Party shall have the right to terminate this Agreement, without liability to the other Party.

9.7 Waiver: No term or provision hereof will be deemed waived, and no variation of terms or provisions hereof shall be deemed consented to, unless such waiver or consent be in writing and signed by the Party against whom such waiver or consent is sought to be enforced. Further, any such waiver by a Party shall not be construed to be a waiver of any subsequent breach or default of the same or other terms, provisions, or covenants on the part of the other Party.

9.8 Entire Agreement: This Agreement shall constitute the entire and final statement of the Agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous discussions, communications, negotiations and agreements, written or oral, with respect to the subject matter hereof. In case of any conflict, the terms of this Agreement shall supersede over any statement of work.

9.9 Public Announcement: Neither Party shall make or publish any announcement or press release concerning or connected with this Agreement or the relationship between the Parties, without the prior written consent of the other Party.

9.10 Amendment: This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties.

9.11 Counterparts: This Agreement may be executed in two (2) counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

In Witness Whereof, the Parties have executed this Agreement.

Hindustan Petroleum Corp. Ltd

THE OPERATOR

Signature & Seal of the Bidder

Name:

Name:

Title:

Title:

Date:

Date:

Witness:

Witness:

Annexure V (on letter head)

DECLARATION NON BLACKLISTED / NON BANNED PARTY

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

SEAL, SIGNATURE & NAME OF THE BIDDER

Annexure VI (on letter head)

We here by confirm that all the terms and conditions of the RFP are accepted and there is nil deviation including all the annexures.

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

SEAL, SIGNATURE & NAME OF THE BIDDER

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Annexure – A (to be provided by HPCL)				
Quantity below mentioned are the approx minimum requirement. Actual qty may vary as per the final requirement				
Sr. No.	Item	min Qty	UoM	Description
1	Store Room Door	1	Each	Store Room Door
2	Main Door	2	Each	Main Door
3	Cash Counter with drawers	1	Each	Cash Counter with drawers
4	Pharma Counter with drawers	1	Each	Pharma Counter with drawers
5	Display Racks	105	Running Feet	Display Racks
6	Store Room Racks	20	Running Feet	Store Room Racks
7	Internal Signage	1	Each	Internal Signage
8	External Signage	1	Each	External Signage
9	Air Conditioning – Highwall	2	Each	Air Conditioning – Highwall
10	Air Conditioning – ductable	1	Each	Air Conditioning – ductable
11	Air Conditioning - Ceiling		Each	Air Conditioning - Ceiling
12	Music System	1	Lumpsum	Music System
13	Smoke and Fire Alarm System	1	Lumpsum	Smoke and Fire Alarm System
14	CCTV IP Dome Camera	14	Each	CCTV IP Dome Camera
15	CCTV IP Dome Camera with Audio	3	Each	CCTV IP Dome Camera with Audio
16	CCTV IP Bullet Camera	4	Each	CCTV IP Bullet Camera
17	CCTV System	1	Lumpsum	CCTV System
18	LED Light fixtures- Track light	45	Each	LED Light fixtures- Track light
19	LED Light fixtures- Down Light	28	Each	LED Light fixtures- Down Light
20	Open Chiller 8 Feet	1	Each	Open Chiller 8 Feet
21	Closed Door Chiller	1	Each	Closed Door Chiller
22	Closed Door Freezer	1	Each	Closed Door Freezer

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Annexure – B- TO be provided by Operator				
Quantity below mentioned are the approx. minimum requirement. Actual qty may vary as per the final requirement				
Sr. No.	Item	Min. Qty	UoM	Description
1	Panache i15k – i3X POS Machine with Optional Dual Display	1	Each	Core i3 Intel 7100U 7 th Gen Processor,
				-8GB DDR IV SODIMM (2 Slots, Upgradeable upto 32GB),
				-256GB SSD Storage,
				-6 x USB Ports, 4 Serial Ports (D-Sub9 x 3, RJ45 x 1),
				-1 x Giga LAN Port, 1 x DP Port / HDMI Video Port,
				-1 x Audio Out Port, 1 x Drawer Port,
				-15" PCAP 10 point Multi-Touch Panel Main Display (can be installed Vertically)
				1024 x 768 Resolution,
				-Microsoft Win10 IOT Licensed OS,
				-ABS plastic with metal base body – Silver White,
				-Power Adaptor 100V - 240V, DC 12V – 5A
				-CE/FCC/RoHS/BIS Certified
				-USB Wired Keyboard, USB Wired Mouse, -3 Years Standard Warranty
2	9.7" Customer Display	1	Each	Viewing angle can be adjusted side to side, 1 Year Standard Warranty
3	Essae SI-810LPR Barcode Label Printing Scale	1	Each	Weighing Scale Bench model with Thermal Label Printer,
				-RS232C, Cash Drawer, 10/100Mbps Ethernet Ports Interface,
				-Upto 15kg/2g Capacity,
				-2MB Memory,
				-256 x 64 pixels Graphical Dot Matrix LCD Display with Green Back Light, -102mm x 26mm Display Active Area, -5000 PLU Storage capacity, - Label Printer:
				~upto 54mm Print width, 110mm Height max Label,
				~Speed: 80mm/sec (Label),
				~upto 170micron Paper Thickness,
				-2 Year Warranty Support (1 Year Standard + 1 Year Extended AMC).
4	Honeywell HF680 Hybrid Imaging Barcode Scanner	2	Each	2D Scanner reads 1D / QR Code Symbols,
				USB Interface,
				3 Years Factory Warranty
5	Netgear GS116 16Port Giga LAN	1	Each	-16 x 1G 10/100/1000Mbps Ethernet Ports,
				-2MB Buffer,

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	Unmanaged Switch			-Desktop + Wall Mount option, -3 Years Standard Warranty
6	Microsoft Windows 10 Professional OEM License	1	Each	for Lenovo Desktop to be used as Software Server
7	Microsoft 365 Office Business Standard ESD Annual Subscription License	2	Each	(2 Users reqd, one for each Machine) -Word, Excel, Powerpoint, Outlook, One Note,Publisher, Access, MS Teams,
8	eScan Total Security Antivirus with Cloud Security	2	Each	2 Users reqd, one for each Machine 3 Year Validity
9	Epson M200 EcoTank AIO Printer	2	Each	Printer+ Scanner + Copier + ADF + LAN A4 Size 1 Year Standard Warranty
10	LENOVO V530 TOWER DESKTOP	1	Each	Intel B360/I5-9400/ 8GB DDR4 / 1TB/ No ODD/ No OS/ 85%Efficiency /19.5Monitor/ Internal Speaker (Warranty:3 Years Onsite
11	TSC TE-244 Barcode Printer	1	Each	TSC TE-244 Barcode Printer With Barcode Design, Config and Printer Setup. (Warranty : 1 Year Onsite Head 3 Month)
12	Epson TM82	1	Each	Built-in USB + UIB (Serial or Parallel interface) (Warranty : 1 Year Onsite)
13	Honeywell MK7120	1	Each	table top Barcode Scanner (Warranty : 1 Year Onsite)
14	Power back up			Suitable Power back up arrangement for uninterrupted functioning of Chillers and freezers
15	Valet parking			Suitable valet parking to be arranged as per local need

Signature & Seal of the Bidder