

“Request for Proposal”

To

Sub: Request for Proposal (RFP) – Customer Convenience Store Operation at HPCL Fuel Retail Outlets

Due date for Submission of the RFP- 09.11.2020 @ 17:00 Hrs

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 mega Public Sector Undertaking (PSU) with Maharatna status. HPCL has a vast network of 17171 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.

Objective

HPCL proposes to offer vacant spaces at our selected Retail Outlets for operation of Customer Convenience Stores like take away food counters /Food Courts /Restaurants /e -commerce stores/ Courier Services/Insurance office/Medical Store / ATM/ Speciality Stores at our Selected retail outlets in Mumbai City from specifically earmarked space therein. Please note these vacant spaces will not be offered for the operation of Vehicle Care centres / Service Stations / Vehicle wash facilities.

We are separately providing details of Vacant Space at our Retail Outlets in **Annexure-1**, which we propose to offer for operation of Customer Convenience Stores. In case this proposal fits into your business plans, please provide us your offer as per the terms and conditions of this RFP.

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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 Customer Convenience Store Operation at HPCL Fuel Retail Outlets under Mumbai Retail Region”.

Address:

*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
Sr Mgr RE - MIS & ARB
Contact no: 7506308857 and land line- 022-22045702
Email ID- pinkisarvaiya@hpcl.in*

Details of HPCL's Scope & other terms

1 - TERM

- 1.1 The validity will be for a period of **Three years** _and may be renewed at discretion of HPCL for such further period and on such terms and conditions as may be mutually agreed between the parties.

2 – OBLIGATIONS OF HPCL

- 2.1 HPCL will grant to the Successful bidder permission to operate and enter the customer convenience premises as advised by HPCL for the operation of Customer Convenience Store at selected HPCL Retail outlet.
- 2.2 HPCL shall provide basic electricity and water facilities with separate consumption meter for Customer Convenience Store and other infrastructure for the establishment and operation of Customer Convenience Store and the consumption cost of the same shall be paid by the successful bidder.
- 2.3 HPCL shall permit the successful bidder to install movable equipment necessary for Customer Convenience Store operations, to store tools, spares and consumables and undertake needs of customers at Customer Convenience Store. Successful bidder has to submit details of such equipment & plan for approval.

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- 2.4 HPCL shall provide free access to Customer Convenience Store to all customers during the working hours of Customer Convenience Store. However, the Corporation reserves the right to park its vehicle and also utilize open area, if required, at its concerned Retail Outlet for parking and servicing customers' vehicles.
- 2.5 HPCL may at its sole discretion take part in the promotional schemes devised by the Operator as per mutual agreement.

3 – OBLIGATIONS OF SUCCESSFUL BIDDER

- 3.1 Successful Bidder shall be wholly responsible for the operation and management of Customer Convenience Store viz., employment of skilled and trained manpower, installation of necessary machines and equipment, procurement of necessary spares and tools, inventory management, etc.
- 3.2 The Successful Bidder shall operate Customer Convenience Store at least 7 days a week for a minimum of 8 hours per day or more, unless dictated otherwise by local laws as may be applicable.
- 3.3 The Successful Bidder shall provide convenient and pleasant environment to the customers through good housekeeping, aesthetic interiors, courteous service and ethical business practices.
- 3.4 The Successful Bidder shall bear all expenses towards consumption/use of electricity and water as per separate consumption meters provided by HPCL.
- 3.5 The Successful Bidder shall take all care and caution to maintain Customer Convenience Store in a good condition at its own cost and undertakes to pay HPCL for any damage or loss caused to the Customer Convenience Store premises as determined by HPCL .
- 3.6 The Successful Bidder shall not change the name of the Customer Convenience Store under any circumstances.
- 3.7 The Successful Bidder shall not carry on any other business from the premises of Customer Convenience Store without obtaining prior written permission of HPCL.
- 3.8 The Successful Bidder shall not borrow money by securing Customer Convenience Store premises or any other assets of HPCL in premises.
- 3.9 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.
- 3.10 The Successful Bidder shall at its own cost carry out all minor repairs and re-plaster and paint premises from time to time and keep Customer Convenience Store premises in good condition. However, Successful Bidder will have to take prior permission in writing from HPCL to carry out such works .
- 3.11 The Successful Bidder shall deploy adequate personnel for the security of Customer Convenience Store premises.
- 3.12 The Successful Bidder shall not use any open flame/ direct heating equipment like welding, etc. in the Customer Convenience Store premises.
- 3.13 The Successful Bidder shall take adequate insurance coverage against third party risk to person and properties, fire and explosion risk, workmen's compensation and injury during the continuance of the Agreement and also insure Customer Convenience Store premises and all equipment, tools, stock, materials, goods, furniture, fixtures, articles and things lying in the said premises and required for the purpose of conducting the business of Customer Convenience Store.

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The Successful Bidder shall be responsible for all the losses pertaining to operations of Customer Convenience Store including loss of assets on any account of whatsoever nature including all natural calamities.

- 3.14 The Successful Bidder shall not at any point of time sublet the premises entire or part of it.
- 3.15 The Successful Bidder shall not use/ sell any product directly or indirectly competing with products manufactured/ marketed by HPCL.
- 3.16 The Successful Bidder shall be responsible to pay any incremental municipal tax , property tax or any other tax or charges if any, imposed by the Municipal Corporation or any other body in connection with the operation of the Customer Convenience Store

4 – COMPLIANCE OF RULES & REGULATIONS

- 4.1 The **Successful Bidder** shall obtain and renew it from time to time, all necessary clearances, licenses, consents, approvals, permits and permissions to operate Customer Convenience Store.
- 4.2 The **Successful Bidder** shall comply with the provisions of the Shops and Establishment Act, Sales Tax Act, Legal Metrology Act, all employment and labour related laws and any other Laws, Rules and Regulations applicable to the operations of Customer Convenience Store 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.
- 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 Customer Convenience Store.
- 4.4 The **Successful Bidder** shall observe and perform all rules and regulations laid down by the Government or the Municipality in respect of customer convenience store
- 4.5 The Successful Bidder shall be solely responsible for payment of remuneration to the employees employed for the operation of Customer Convenience Store 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,

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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.

- 4.6 The Successful Bidder shall pay Signage fees 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.
- 4.7 Successful Bidder has to submit an interest free security deposit equivalent to 6 months signage fees within 15 days from the date of permission letter by the 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

5- GENERAL PROVISIONS

- 5.1 HPCL shall be entitled to inspect the Customer Convenience Store 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 Customer Convenience Store.
- 5.3 The **Successful Bidder** understands and agrees that he is merely permitted to enter upon the Customer Convenience Store premises for the purpose of operating Customer Convenience Store 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 Operator 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,

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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 Customer Convenience Store / 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.
- 5.6 The **Successful Bidder** shall ensure that its representatives and staff at the Customer Convenience Store conduct themselves in a manner that does not in any way cause inconvenience to the customers and/or cause a loss of business reputation to the HPCL.

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

PROCEDURE FOR RFP SUBMISSION

Your offer should be sent in two separate sealed envelopes,

1. One envelope (marked "UNPRICED BID- CREDENTIALS") containing details on credentials and
2. The second envelope (marked "PRICE BID- COMMERCIAL OFFER") containing the commercial offer in the format attached.
3. Both these envelopes should be sealed in one large envelope 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 Regional Office (Retail)
¾, S V Road & Turner Road Junction
Bandra West, Mumbai - 400050

Please note that:

- 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.

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- 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
- HPCL will evaluate the proposals following such methods, criteria and rationale, which in its, opinion, are in the best interest of HPCL.
- Proposals received pursuant to this RFP will become the property of HPCL and shall not be returned.
- 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. You are requested to sign each page of the document as token of acceptance & indication of document is fully read & understood.
- HPCL reserves right to negotiate with Highest Bidder if the Commercial offer is not as per their expectation.
- Selection of successful party will be Location Based. For every location (Retail out space) 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:

- a. RFPs not accompanied with minimum requisite Earnest Money Deposit (EMD)
- b. Bidders not quoting prices in the manner as desired in the RFP or RFP not submitted in the format as mentioned in this RFP
- c. 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.
- d. Deviation from Bids scope and deliverable or excluding any item of the scope and deliverables.
- e. Bidders not accepting our bid clauses, terms & conditions, etc., in TOTO.
- f. RFP with offer of operating these vacant spaces for Vehicle Care centre / Service Stations / Vehicle wash facilities will be rejected.

EVALUATION CRITERIA OF RFP

- After the Due date and time for submission of Bids, the unpriced bids will be opened by HPCL.
- Priced bids, received along with unpriced bids, will be opened by HPCL after technical evaluation of the unpriced bids.

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- Upon completion of evaluation of technical bids, price bids of only those parties shall be open who are qualified in technical evaluation
- Bids will be evaluated location-wise highest quoted total amount (inclusive of all taxes, duties and extras) for each location
- 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.
- Selection of vendor will be based on highest quoted technically acceptable bid.
- Bidders can quote for one/ more /all locations as per their choice.

RESOLUTIONS 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.
- 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.

UnPriced-Bid (Credentials/ Supporting Document)

- **Profile of the organization/Brief history; promoters' background**
- **Organization structure**
- **Experience & expertise in the field of managing such customer convenience store.**
- **Shop & Establishment Certificate of the existing facility / Incorporation certificate of the company**
- **PAN / GST Card Copy of the Company (for proprietor in case of proprietorship)**
- **Turnover details and other critical ratios pertinent to business**
- **P&L Statement for last 3 Years**
- **Earnest Money Deposit (EMD) of an amount Rs. 50000 (Fifty Thousand only) for each location, by means of a DD/ P.O. made in favour of 'Hindustan Petroleum Corporation Limited', payable at Mumbai (of a Scheduled bank other than co-operative banks), must be submitted along with the offer in the same sealed envelope. The amount will be returned to all the unsuccessful bidders at a later date not more than a week after the day of opening of the commercial bid. For the highest bidder, this amount will be kept with us as a part of security deposit.**

Please attach supporting documents for the above. An indicative format for the "credentials" is attached as **Annexure II** to this document.

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Price Bid (Commercial Offer)

HPCL brings to this venture customer convenience 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 25 years and more. Taking the same into consideration, you are requested to give us your best offer for the convenience stores at retail outlets mentioned in **Annexure-I**. Your Price Bid should be submitted as per the format given in Annexure III.

Annexure-I

Sr No	Name Of Retail Outlet with Vacant Space	Location	Approx Area of Vacant Space in Sqft
1	Automobile Resort	Deonar	280
2	Batra Brothers	Sakinaka	90
3	Baxisingh Service station	Kurla	90
4	Chhagan Mitha,	Lamington Road	100
5	HP Service centre	Vile parle	90
6	Dinesh Auto service	Ghatkopar West	100
7	Excel service station	Juhu vile parle	100
8	Hind Auto Kingcircle	Kingcircle	90
9	Hind Auto Mahim	Mahim	100
10	Kapadia brothers	Malad	90
11	Auto Care Centre, Bandra	S V Road Bandra West Mumbai 400050	65
12	Auto Care Centre, Bandra	S V Road Bandra West Mumbai 400050	1280
13	Auto Care Centre, Bandra	S V Road Bandra West Mumbai 400050	960
14	Chhagan Mitha	Warden road, Mumbai	70
15	H.Irani and Co	Lalbaugh, Mumbai	75
16	HP Auto care centre	Napean Sea Road, Mumbai	950
17	Mukand Super service	Jogeshwari	90
18	NHTC Service station	Amarmahal,chembur, Mumbai	90
19	Parkar Brothers	Andheri, Mumbai	90
20	Patil Service Station, Andheri	S V Road, Andheri West, Mumbai	100
21	Royal Auto	Bhindi bazar, Mumbai	600
22	Sachdeva Automobile	Malad	90

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23	Suburban Service station	S V Road bandra West Mumbai	90
24	Tardeo Service stations	Tardeo, Mumbai	90
25	Western petroleum	Vikhroli, Mumbai	90
26	Zojwala Service station	Mulund	90
27	Diamond Auto, Chembur	Deonar Rd, Priyadarshani, Chembur, Mumbai	75
28	Diamond Auto, Chembur	Deonar Rd, Priyadarshani, Chembur, Mumbai	75
29	Car care centre	Goregaon	100 (vacating in Nov 2020)
30	Auto care center	Bandra Kurla Complex	700
31	Auto care centre	Sion	80 (vacating in Nov 2020)
32	Super service station	Church gate, Mumbai	433
33	Jivan Service station	Andheri west Mumbai	100

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

Note: Please note that you can quote for any one of the location or multiple locations, Please mention clearly the rates for each location.

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ANNEXURE II (On Company Letter head only)

Date:

Un Priced Bid - Credentials

(To be filled in and submitted in a separate sealed envelope along with EMD thru Demand Draft. Bid is liable to be rejected if unsealed Price Bid- Commercial offer is submitted with the Unpriced bid credential offer)

1	Name of the Party	
2	Address	
3	Phone Number / Mobile Number of contact person	
4	Type of Organization	Proprietary / Partnership/ Private Limited / Co-Operative Society/ Public Limited Company
5	Registration No of the Firm (Copy of Certificate of Registration to be enclosed) / Copy of Shop & Establishment of any of the existing location	
6	PAN Number (Copy to be Enclosed)	
7	Total Years of Experience in the relevant field	
8	Turnover Last 3 Years in Rs Lacs (Please attach P&L Statement for all 3 years)	
9	Details of EMD D.D	Amount: Rs. Name of the Bank:
10	Type of operation/ store proposed for	

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	the retail outlet vacant space thru this RFP	
11	Declaration of Blacklisting as per the format in Annexure V	
12	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

ANNEXURE III (On Company Letter Head Only)

Date:

PRICE BID - COMMERCIAL OFFER

(To be submitted in a separate sealed envelope. Bid is liable to be rejected if unsealed commercial offer is submitted with the credentials)

Sn	Name Of Retail Outlet with Vacant Space	Location	Approx Area of Vacant Space in Sqft	Quoted 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	Automobile Resort	Deonar	280				
2	Batra Brothers	Sakinaka	90(vacating in Jan 2021)				
3	Baxissingh Service station	Kurla	90				
4	Chhagan Mitha,	Lamington Road	100				
5	HP Service centre	Vile parle	90				
6	Dinesh Auto service	Ghatkopar West	100				
7	Excel service station	Juhu	100				
8	Hind Auto Kingcircle	Kingcircle	90				
9	Hind Auto Mahim	Mahim	100				
10	Kapadia brothers	Malad	90				
11	Auto Care Centre, Bandra	S V Road Bandra West Mumbai 400050	65				
12	Auto Care Centre, Bandra	S V Road Bandra West Mumbai 400050	1280				
13	Auto Care Centre, Bandra	S V Road Bandra West Mumbai 400050	960				
14	Chhagan Mitha	Warden road, Mumbai	70				
15	H.Irani and Co	Lalbaugh, Mumbai	75				
16	HP Auto care centre	Napean Sea Road, Mumbai	950				
17	Mukand Super service	Oshiwara	90				
18	NHTC Service station	Amarmahl,chembur, Mumbai	90				
19	Parkar Brothers	Andheri,Mumbai	90				

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20	Patil Service Station, Andheri	S V Road, Andheri West, Mumbai	100				
21	Royal Auto	Bhindi bazar, Mumbai	600				
22	Sachdeva Automobile	Malad	90				
23	Suburban Service station	S V Road bandra West Mumbai	90				
24	Tardeo Service stations	Tardeo, Mumbai	90				
25	Western petroleum	Vikhroli, Mumbai	90				
26	Zojwala Service station	Mulund	90				
27	Diamond Auto, Chembur	DeonarRd, Priyadarshani, Chembur, Mumbai	75				
28	Diamond Auto, Chembur	DeonarRd, Priyadarshani, Chembur, Mumbai	75				
29	Car care centre	Goregaon	100 (vacating in Nov 2020)				
30	Auto care center	Bandra Kurla Complex	700				
31	Auto care centre	Sion	80 (vacating in Nov 2020)				
32	Super Service station	Churchgate	433				
33	Jivan Service station	Andheri west Mumbai	100 (vacating in Jan 2021)				

NOTE: - You can quote for all the locations or the selected locations as per your requirement.

- The rates will get escalated by 10% per year
- The contract will be for 3 years and can be renewed for further 3 years
- The GST will be extra on the quoted rates

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 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.

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Annexure IV

DRAFT AGREEMENT FOR OPERATION OF CONVENIENCE STORE

This AGREEMENT is made on this _____ day of _____ 20__ (“Agreement”) between

Hindustan Petroleum Corporation Limited a Government Company incorporated under the Companies Act, 1956, (**PAN NO AAACH1118B**) and having its registered office at Petroleum House 17, Jamshedji Tata Road, Mumbai - 400 020, and its Mumbai Retail Regional office _____ at hereinafter called “**The Corporation**”, represented by its _____ an adult Indian (which expression shall wherever the context so requires or admits mean and includes its successors and permitted assigns) of the

ONE PART

AND

_____, a company /partnership /a proprietorship registered under _____ and having its registered office at _____ hereinafter referred to as the “**Operator**” represented by _____, an adult Indian (which expression shall unless it be repugnant to the context or meaning thereof means its successors and permitted assigns) of the other part.

(Herein after “Corporation” and “Operator ” shall individually be referred to as “Party” and collectively referred to as “Parties” to the Agreement)

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 have set up Retail Outlets at various locations throughout the country and is owner / lessee of all respective sites and the structures thereon **WHEREAS** he Operator is in the business of _____.

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WHEREAS in addition to operating Retail Outlets, the Corporation is also desirous of providing allied facilities and services from the said retail outlet premises like take away food counters/Food Courts /Restaurants/Dhabhas/ Convenience Stores/Specialty Stores to its customers from specifically earmarked space therein. Accordingly, now the Corporation is desirous of hiring the services of the Operator for managing and operating _____) at the _____ Retail Outlet of HPCL situated at _____ and more specifically described under **Annexure-A** (herein after referred to as “ Selected Retail Outlet” or **the Said Premise**”)

- AND WHEREAS the Operator had submitted its bid against the RFP floated by HPCL calling for proposals of interested parties to operate Customer Convenience Stores at some of the retail outlets of HPCL. The Operator has emerged as the highest bidder for Selected Retail Outlet and HPCL has issued Permission Letter dated _____ to the Operator.
- AND WHEREAS is willing to operate a _____ (hereinafter referred as “Convenience Store” or “CCS”) from the Selected Retail Outlet subject to the terms and conditions as stated in this Agreement

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- (1) The Corporation hereby confirms and agrees with the Operator to operate **Convenience Store** at Selected Retail Outlet, more specifically mentioned in **Annexure-A**.
- (2) The Corporation on its part agrees to :
 - (a) Provide the necessary carved out space for Convenience Store in the Selected Retail Outlet.
 - (b) Provide the necessary carved out space for Convenience Store in the Selected Retail Outlet in accordance with the schedule and time frame as

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agreed in advance in writing between the Corporation and the Operator for each of the Selected Retail Outlet premises.

- (c) Provide necessary electricity and water connections with separate consumption meters for the Convenience Store as per the requirement of the Operator.
 - (d) Allow the Operator to operate the Convenience Store to source all goods and services and sell it to the customers.
 - (e) Allow all the customers, vendors and employees of the Operator, free & unrestricted access to the Convenience Store during normal working hours of Convenience Store.
 - (f) Allow the Operator or its assigns, to install its signage/branding (subject to prior written approval of the Corporation) within the space provided and on the designated place at the frontage. The medium of signage /branding will be through graphic panels, flag poles with lights, announcement boards etc., and subject to availability of such space. In case if any license from any statutory body is required for such activities, the same shall be obtained by the Operator before placing such signage/s, glow sign/s etc for display, with prior permission from the Corporation.
 - (g) Provide required entry permissions to the staff of the Operator during normal working hours of the Convenience Store.
 - (h) Provide required permission for entry of delivery trucks in the said premises
- (3) The Operator on its part agrees to:
- (a) Submit an an interest free security deposit equivalent to 6 months signage fees within 15 days from the date of permission letter by the corporation for operating convenience store as mentioned in detail under

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Annexure-A, which shall be refunded by the Corporation on expiry/termination of this agreement, subject to necessary deductions as per the provisions of this Agreement

- (b) Obtain and renew from time to time, all statutory clearances, licenses, consents, approvals, permits and permissions to operate the Convenience Store under this Agreement. The Corporation shall extend necessary co-operation and enable assistance vide its NOC's etc. for procuring the same.
- (c) Assume complete responsibility (including cost & risk) to operate the Convenience Store in all respects, like sourcing inventory, storage and sales for purposes of commerce.
- (d) Operate the Convenience Store at its own cost and responsibility from the designated space at the Selected Retail Outlet provided by the Corporation.
- (e) Ensure that the Convenience Store will be functional 7 days a week for a minimum operation of 8 hours, unless dictated otherwise by local laws as may be applicable.
- (f) Provide a convenient and pleasant environment for the customers through good housekeeping, aesthetic and practical product display, courteous service and ethical business practices.
- (g) Ensure that its representatives and staff at the Convenience Store conduct themselves in a manner that does not in any way cause inconvenience to the customers and/or cause a loss of business reputation for the Corporation and its retail outlet premises.
- (h) Bear all expenses towards consumption/use of electricity and water services by the Convenience Store, as per separate consumption meters provided by the Corporation.

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- (i) Comply with all provisions of the Bombay Shops and Establishment Act, Consumer Protection Act 1986, Sales Tax Act, Legal Metrology Act and any other Laws, Rules and Regulations applicable regarding the operations of the Convenience store 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 and its employees, directors, agents indemnified against any claims, loss, damage or disputes arising out of the same.
- (j) Comply with all 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 the Corporation for the retail outlet operations.
- (k) Take all care and caution to maintain the premises provided by the Corporation; normal wear and tear excepted. However, any structural repairs or leakages in the said Premises not attributable to the operator, shall be done by the Corporation at its own costs, risks and expenses. However if the same is due to any act or omission of Operator then the cost of repair will be borne by the Operator.
- (l) not serve or otherwise sell or deal with in the Convenience Store or any other part of the said premises any alcoholic liquor or illegal drugs or prohibited material of any kind or any stale or inedible eatables under any circumstances whatsoever.
- (m) To effect all sale and physical delivery of all goods, material and products through the Convenience Store.
- (n) 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.

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- (o) Observe and perform all rules and regulations laid down by the Government or the Municipality regarding Convenience Store.
 - (p) Not allow any games or activities of gambling or in the nature of gambling to be played or carried on in or from the said premises or any part or portion thereof.
 - (q) Not to change the name of the Convenience Store; subject to the assignment rights of the Operator, as herein stated.
 - (r) Not to borrow any money in the Security of the said Premises or in articles and things therein in the name of the Corporation.
 - (s) Dispose of all rubbish, garbage, sewerage properly under the guidance of the Corporation or its representatives.
 - (t) Provide its own security for the Convenience Store at the Premises.
 - (u) Do not carry out any changes with respect to convenience store without prior written approval from the corporation.
 - (v) Provide trained manpower for all operations and ensure timely complaint resolution with respect to convenience store, whenever required.
 - (w) Do not use any open flame/direct heating equipment like gas/kerosene stove, etc in the licensed area. All heating should be done through indirect heating equipment like microwave ovens, etc. only.
- (4) The Operator is merely permitted user of the said Premises for operating the Convenience Store during the tenure 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 it is a tenant, sub-tenant, lessee, sub-lessee and / or claim any right, title or interest 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

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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 of the retail outlet on the basis of this Agreement.

- (5) This Agreement shall be valid and remain in force for a period of three years and effective from _____ i.e. up to _____ (both days included). The agreement may be renewed for another period of three years on the sole discretion of HPCL subject to satisfactory past performance by the Operator.
- (6) 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)
- (7) 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.

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- d) 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.
- e) 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.
- f) The Corporation loses the right to occupy the Premises of the Selected Retail Outlet.
- g) 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.
- (8) The Operator shall pay to the Corporation as specified in **Annexure-A** Signage Fee as consideration for having allowed the Operator to operate and run the Convenience Store, a fixed monthly signage fee to be paid every month. Such payments will be made latest by the 5th of the each month. Service Tax shall be applicable over and above the net signage fee amount.
- (9) The representative of the Corporation shall be entitled to inspect the Convenience Store at any reasonable time during the working hours of the Operator.
- (10) The Operator & the Corporation hereby agree and confirm that in pursuance of the arrangement, the Operator shall pay a monthly minimum guaranteed fixed signage fee as mentioned in **Annexure-A**. The signage fee shall be paid within the 5th day of every calendar month for the previous month. TDS on the same shall be deducted as applicable and TDS certificate shall be issued for the TDS amount deducted. In cases of delay in such payments, a simple interest @ 18% Per annum shall be paid on the outstanding amount.

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- (11) The Operator shall not claim that it is paying any rent or compensation for the occupation or possession of the said Premises or any part thereof as what is contemplated herein is operation of Convenience Store.
- (12) The Operator shall be responsible to pay (for the portion where the Convenience Store is installed), any incremental (increase in) municipal, property, service or other tax, or charges if any, imposed by the Municipal Corporation or any other body in connection with the operation of the Convenience Store.
- (13) The Operator shall be solely responsible for the payment of wages to the staff employed by him for conducting and running the Convenience Store 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 (Regulation and Abolition) Act, 1952, Payment of Bonus Act, 1965, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Shops and Establishment Act, Factories 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 indemnify and keep the Corporation its directors, successors, assignees officers, and agents indemnified from and against all claims, actions, proceedings, damages, costs and expenses arising of the same.
- (14) During the continuance of this Agreement the Operator shall adequately insure its men and materials against all risks including third party risk to persons, fire and explosion risk, riot risk, workmen's compensation and injury. The Operator shall keep the Corporation indemnified from such loss including damage arising out of any act by the Operator, its representative/s. However, the Operator shall not be liable for any damages or hazards to the Premises or third parties, arising out of any direct act of the Corporation.

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- (15) Neither Party shall be liable for damages for any delay or failure to perform its obligation hereunder, if such delay or failure is due to causes beyond the control such as explosions, strikes, riots, war, fires, epidemics, quarantine restriction, earthquakes, natural calamities, acts of God or state or any public enemy or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body
- (16) Upon termination of this Agreement by efflux of time or sooner determination, the Operator hereby covenants and agrees with the Corporation that the Operator shall immediately stop the use of the said Premises and shall forthwith remove all its employees, representatives and agents and all its machines, equipments, signage board, furniture and fixtures and other goods and material there from and shall restore the said Premises to the state and condition other than the sanctioned renovations in which the Premises is at present, reasonable wear and tear excepted,. . For every day's delay, the Operator shall pay the Corporation double the signage fee on prorated basis for delayed period. For example, if operator is paying Rs. X per month as signage fee then for operator has to pay Rs. 2X/ 30 per day for the number of days of the delay. In any event, the Corporation shall lawfully be entitled to prevent the Operator and his / their staff, employees, workmen, laborers, agents and other personnel and all persons claiming through under or in trust for him / them, from entering upon the said premises or any part of portion thereof and shall also be entitled to remove all the goods, property and effects, if any, belonging to the Operator at his / their cost, without prejudice to its rights to recover all arrears of signage fees/ minimum guarantee and / or claims, loss and damages suffered or incurred by the Corporation on account of such termination or otherwise howsoever.
- (17) The Corporation undertakes to forthwith upon expiry or sooner termination of this Agreement, to refund in full to the Operator the security deposit paid by the Operator by way of demand draft or pay order or NEFT/RTGS payable at Mumbai however, the Corporation shall be entitled to deduct there from any arrears if any towards electricity/water charges or minimum guaranteed fixed signage fees and any other charges payable by the Operator to the Corporation under these presents and to permit the Operator to remove from the Premises, any fixtures, fittings, appliances or other improvements belonging to or provided by the Operator in or about the Premises.

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- (18) The Operator shall not carry out any structural alterations or additions in any part of the said Premises without the prior consent of the Corporation, in writing.
- (19) Any communication or notice required to be served hereunder shall be sufficiently served on the Operator, if served by Registered Post to its _____ at its Registered office and shall be sufficiently served on the Corporation, if served by Registered Post to its _____ on addresses of its Regional Office mentioned in the Agreement above;

22. Arbitration

All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the Parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the Parties or arising out of or in relation thereto whether or during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either Party to the agreement to the other of them, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided, in accordance with the Arbitration & Conciliation Act, 1996 as amended from time to time. It is agreed between parties to this Agreement, that:

- a. Corporation shall suggest the names of 3 persons to the Operator. The said persons shall not be employees of either party nor connected to either party, in any way prohibited by the Arbitration & Conciliation Act, 1996.
- b. Operator shall choose one name from among the said three persons to be appointed as Sole Arbitrator.
- c. If the Operator is not agreeable to the appointment of any one person from the said three names, then both parties shall mutually agree and decide upon the name of the Sole Arbitrator. Failing this, a party is free to approach the Court of competent jurisdiction for making an appointment.
- d. In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, then both the parties shall appoint another sole Arbitrator as aforesaid, to act as the Sole Arbitrator.
- e. Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor.
- f. The language of arbitration shall be English language.

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- g. Unless otherwise agreed by the parties, the venue and seat of Arbitration shall be at the Mumbai of the Corporation.
- h. The Arbitrator shall be a person who has his residence either in the same city or at least the same State where the Arbitration is going to be held/conducted.
- i. The fees and costs of the Arbitration proceedings, shall be borne equally by both parties, unless otherwise directed by Sole Arbitrator.
- j. The award shall contain reasons and shall be final and binding on the parties, subject to any right of appeal under the law.
- k. The Arbitrator may give a composite or separate award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- l. The work under the Contract shall, however, continue during the Arbitration proceedings, except in case of termination and no payment due or payable to the concerned Party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- m. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first here in above written.

Signed and delivered for and on behalf of Hindustan)	
Petroleum Corporation Limited through its Authorized)	
Signatory / Director)	
)	
Mr.)	_____
_____)	
)	
In the presence of)	_____
)	
_____)	

Signed and delivered by for and on behalf of Future)
Retail Limited through its Authorized Signatory)
Mr. _____)
In the presence of)
_____)

Annexure-A

Particulars	M/s
Address	
Area	440 SQFT Carpet
Min Guaranteed Signage Fees	1 st Year of Operation: Rs /-
	2 nd Year of Operation: Rs /-
	3 rd Year of Operation: Rs /-
Signage fee for the extended three years	4 th Year of Operation: Rs /-
	5 th Year of Operation: Rs /-
	6 th Year of Operation: Rs /-
Interest Free Security Deposit	Rs.

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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

Signature & Seal 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