***(To be signed by Applicant on all pages and to be submitted along with Application & Affidavit)***

***TERMS AND CONDITIONS OF AUCTION – M/s GURUKRUPA GAS SERVICE, SHADNAGAR, RANGAREDDY DISTRICT***

Pursuant to the notice dated 19-10-2001 passed in Civil Appeal no. 3100 of 2000 by the Honorable Supreme court of India, dismissing the said civil appeal and confirming the order passed by the Honorable Delhi High Court in writ petition no. 4003 of 1995 between Centre for Public Interest litigation and Union of India, Hon’ble High Court of Andhra Pradesh passed common orders in WP 13399, 15243 & 13414 of 2003 and in terms of the directions in the aforesaid common order dated 19.10.2001 passed by the supreme court of India in SLP no. 17027/29 of 1999 (CA No. 3104/05-2000), the auction will be conducted for the right to get appointed as distributor of Liquefied Petroleum Gas (hereinafter referred to as LPG) of M/s Hindustan Petroleum Corporation Ltd to cater to the customers of M/s Gurukrupa Gas Service, Shadnagar, Rangareddy District in the marketing area of Shadnagar on the terms and conditions mentioned in the agreement to be executed with M/s Hindustan Petroleum Corporation Ltd, LPG RO, Hyderabad.

* **A Writ Petition No.10619 of 2019 and 1886 of 2020 are pending** in the Hon’ble High Court of Telangana at Hyderabad on the auction process and you will be governed by the outcome of said pending WP and appeals there of if any.   Hence, the commissioning of above distributorship is subject to final outcome of the above writ petitions or any appeals arising therefrom and also orders in other Writ Petitions, if any, pending against the above auction process.
* It is also informed to all the participants in the auction that you will be governed by the terms of auction notification.
1. **The Bidder shall fulfill following conditions**

**ELIGIBILITY CRITERIA**

1. Applicant should be Indian Citizen**.**
2. **AGE** Not less than **21** years and not more than **60** years of age (in completed years) as on the date of advertisement. Document for age proof to be attached.
3. **EDUCATIONAL QUALIFICATIONS**: Minimum Matriculation or recognized equivalent. Self attested copy of minimum qualification to be enclosed.
4. **Resident status**: Should be resident of Ranga Reddy District (Residence certificate duly issued by MRO/ Tahasildar should be enclosed with the application)
5. **Not be a family member of an employee** of Oil Marketing Companies as on date of application.
6. **Not having Letter of Intent (LOI)** or dealership/distributorship of MS/HSD/SKO-LDO of any Public Sector Oil Company.
7. **Having no close relatives** (including step relatives) i.e. (i) Spouse (ii) Father/Mother (Not applicable to Daughter) (iii) Brother/Brother’s wife (not applicable for women applicants), (iv) Son/Daughter-in-law as a LOI holder or dealer/distributor of MS/HSD/SKO/LDO/LPG of any Public Sector Oil company.
8. **MULTIPLE DISTRIBUTORSHIP NORM (RELATIONSHIP CLAUSE)** Multiple Dealer / Distributorship norms means that none of the individuals would be entitled to a new dealership / distributorship if any other individual in a ‘family unit’ already holds a dealership/distributorship or LOI for a dealership/ distributorship of a PSU oil company i.e. Only one Retail Outlet / SKO-LDO dealership / LPG distributorship of PSU oil company will be allowed to a ‘family unit’.
	1. The Multiple Dealership/Distributorship norms will not be applicable to retailers/distributors appointed by PSU Oil Marketing Companies for exclusive marketing of NDNE (Non Domestic Non Essential) LPG Cylinders. However, in case of selection of any applicant who holds NDNE retailership(s)/ distributorship(s) or Letter of Intent (LOI) of NDNE retailership(s)/ distributorship(s) of any OMC in his/her name or any member of the “Family Unit” will have to surrender their NDNE retailership(s)/ distributorship(s) or LOI prior to issuance of the Letter of Appointment for LPG Distributorship.
	2. Family Unit for multiple dealership/ distributorship norm means the following.
		1. In case of married person/ applicant, “Family Unit“ will consist of individual concerned, his/her Spouse and their unmarried son(s)/daughter(s).
		2. In case of unmarried person/ applicant, ‘Family Unit’ will consist of individual concerned, his/her parents and his/her unmarried brother(s) and unmarried sister(s).
		3. In case of divorcee, “Family Unit“ will consist of individual concerned, unmarried son(s)/Unmarried daughter(s) whose custody is given to him/her.
		4. In case of widow/widower, “Family Unit“ will consist of individual concerned, unmarried son(s)/unmarried daughter(s)
9. **Be physically and mentally sound** to be able to run the business. That is, the person should not be totally paralyzed and mentally unsound who suffers from insanity and is deprived of cognitive faculties.
10. **Should not be totally blind**.
11. Neither have been convicted nor charges have been framed by any Court of Law for any criminal offence involving moral turpitude/economic offences.
12. Not to be a Signatory to agreement of a distributorship/dealership agreement, terminated on account of proven cases of malpractice/adulteration of any oil company or not having resigned from Sole Proprietorship distributorship/dealership of any PSU Oil Company in order to transfer the distributorship/dealership in favour of any of his/her family member(s) as defined in the dealer/distributor selection guidelines.
13. If any person is allotted the distributorship by giving wrong information or by suppression of information, it will be cancelled.
14. The intending bidders after the submission of application may contact Deputy General Manager, Hyderabad LPG Regional Office, Cherlapally, and Hyderabad for any further details.
15. All the bidders are required to declare beforehand that he / she is bidding on his / her/ their own behalf.
16. (a) **Only the eligible bidder will be allowed to participate and bid in the auction** subject to his / her submission of the following before entering the auction hall:
	1. An eligibility certificate issued by HINDUSTAN PETROLEUM CORPORATION LTD
	2. **Demand draft or pay order for Rs 30 lakhs favouring HPCL, payable at Hyderabad drawn on any Nationalized bank or Scheduled bank** towards Security Deposit.
	3. The money paid under clause 4 (a) ii) above by successful bidder will be adjusted against part payment of the bid price and the balance amount of the bid price will have to be paid by the successful bidder by **18/05/2020** before the closing hours of the business i.e., 17.30 hrs at the Regional office at Cherlapalli, Hyderabad.

(b) Demand draft or pay order tendered by the unsuccessful bidder will be returned to them at the end of auction.

1. All Payments must be made by Demand Draft or Bankers pay order drawn in favour of M/s HINDUSTAN PETROLEUM CORPORATION LTD, on any scheduled bank and payable at Hyderabad.
2. The successful bidder will be entitled to be appointed as a distributor of HINDUSTAN PETROLEUM CORPORATION LIMITED on the terms and conditions mentioned in the Distributorship agreement a draft of which is attached and marked ANNEXURE ‘1’ and treated as a part of these terms.
3. The bidder’s specific attention is drawn to the condition that the said agreement is terminable in nature and can be terminated in terms of the said agreement and the right under the said agreement is not transferable by any deed or otherwise.
4. All expenses of conveyance and / or such other documents, including legal charges, stamp duty and registration fees, as applicable will have to be borne by the successful bidder.
5. HINDUSTAN PETROLEUM CORPORATION LTD (HPCL) reserves the right to cancel or postpone the auction at any time. HPCL also reserves the right to reject any bid, including the highest bid, without assigning any reason. In such an event, the money already paid will be refunded to such bidders without payment of any interest, unless the same is forfeited as herein after.
6. Only Honourable High Court, Hyderabad shall have exclusive jurisdiction to adjudicate upon an any matter arising under or relating to the auction related herein above.
7. The bidder shall abide by any other conditions, which may be announced by the auctioneer or any other authorized officer on behalf of HPCL at the time of auction.
8. **Only distributorship rights are subject to a reserve price of** **Rs. 35 LAKHS**.
9. **The successful bidder should be able to provide the following infrastructure within 4 months of getting Letter of Intent (LOI):**
	1. **PESO approved LPG Godown of minimum 8000 Kg capacity within 15 Km from the outer limits of municipal/town/village limits of Shadnagar.**
	2. **Showroom of minimum size 3 metres x 4.5 metres and should be within municipal/town/village limits of Shadnagar.**
	3. **Required infrastructure for home delivery of LPG Cylinders**

**If the Godown, Showroom & Other facilities are not arranged by the successful bidder within four months of LOI, the LOI will be withdrawn and amount will not be refunded (will be forfeited).**

1. **During auction, the minimum upward increment will be Rs. 1,00,000/-.**

**For example, if one person declares his quote for auction as Rs. 36 Lacs then other person should quote a minimum of Rs 1,00,000/- more than Rs 36 lacs i.e. he has to quote Rs 37 lacs only. Next quote should be more than Rs 37 lacs and with minimum hike of Rs. 1,00,000/- over the last quote Rs. 37 lacs and so on.**

1. Notwithstanding anything contained in these terms, Shri V. Srikishan Rao (original allottee) will be entitled to apply in the prescribed form and participate in the bid after submitting the demand draft or pay order as mentioned in clause 4 (a) (ii) above.
2. The intending bidders shall abide by any other laws / orders / regulations of the Central government or State government or local authorities as may be applicable in this case and will obtain all licenses including the license and / or permission as may be required to be obtained for running the business.
3. All bidders shall be deemed to have read and acquainted themselves with the conditions of auction/ sale and given their bids subject to these conditions. Failure on the part of the bidder to comply with any of the terms and conditions contained herein will prohibit him /her/them from participating in the bid and / or to get any right arising out of the auction inspite of him / her/ them being the highest bidder.
4. **In case of default in payment by the highest bidder, subsequent to the completion of the auction, It is at the discretion of HPCL to forfeit highest bidder’s right and the money paid till then. No communication in this regard will be entertained once the deposited amount is forfeited and cancelled the bid of highest bidder.**
5. All intending bidders will have to submit the application in the prescribed form in the sealed envelope super scribing the name of location applied for with his name & address, together with the AFFIDAVIT duly affirmed before a notary public or a Magistrate empowered to administer oath in support of their statement of compliance of the eligibility criteria mentioned herein above and if at a later date if it is found that any of his submission made therein are untrue or misleading and / or suppression of facts, the selection is liable to be cancelled and any money paid by him will be forfeited.
6. Persons entitled to get eligibility certificate can collect such certificate personally on (date will be notified on website) between 10.30 am and 4.00 pm after the list thereof is displayed on the website of HPCL and notice board of HPCL at Hindustan Petroleum Corporation Limited, LPG REGIONAL OFFICE, CHERLAPALLY, HYDERABAD .
7. The auction will be conducted by Government approved auctioneer at HYDEABAD at Cherlapally LPG Plant the schedule which will be uploaded on corporation website, if other than date given below.
8. **Applicants who’re highest bidders in the earlier auction, who failed to deposit the balance amount and whose security deposit is forfeited, are barred from this auction for participation.**

**All notifications will be uploaded in the portal wherever applicable. All revisions, clarifications, Time extensions, corrigendum, addendum, change in dates & Time etc., if any, will be hosted in our website** [**www.hindustanpetroleum.com**](http://www.hindustanpetroleum.com) **only. Applicants should regularly visit the website and keep themselves updated.**

**SCHEDULE**

**For distributorship rights of M/s Gurukrupa Gas Service**

**Reserve Price:** **Rs 35,00,000/- (Rupees Thirty five lacs only)**

Last date of submission of applications to participate in the bid**: 24th April 2020 as of**

 **16:00 hours**

Date of displaying list of persons entitled to eligibility certificate: **30th April 2020**

Date of auction: **7th May 2020** Time of auction: **11:30 Hours**

Venue: **HPCL Cherlapally LPG Plant**

**ABID KHADRI**

**DEPUTY GENERAL MANAGER**

**HINDUSTAN PETROLEUM CORPORATION LIMITED**

**HYDERABAD LPG REGIONAL OFFICE**