

Date: 17.05.2022

“Request for Proposal RFP- 02/2022-23 dated 17.05.2022

**Sub: Request for Proposal (RFP-02/2022-23) dated 17.05.2022 – Vehicle Care center VCF /
Service station operation at HPCL Fuel Retail Outlets**

Due date for Submission of the RFP- 07.06.2022 @ 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 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.

Objective

HPCL is desirous of providing minor repair and service facilities for its customers’ cars [hereinafter referred to as ‘Vehicle Care Facilities’ (VCF) from specifically earmarked space at Retail Outlet.

We are separately providing the list of retail outlets for Vehicle Care Facilities (VCF) in **Annexure-I**, where we propose to offer. In case this proposal fits into your business plans, please provide us with preliminary offer towards the same.

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 Signature & Seal of the Bidder

address by due date. Completed RFP / BIDs should be marked as “Proposal for VCF” at HPCL Fuel Retail Outlets _____ under Mumbai Retail Region. (Vacant space Sr no and location name)”.

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 & ARB, Contact no: 7506308857

land line- 022-22045701/02

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 the Sole discretion of HPCL on the same terms & conditions.

2 – OBLIGATIONS OF HPCL

- 2.1 HPCL grants to the Operator permission to operate the VCF premises at its Retail outlet more fully described in **Annexure – I** for the operation of Vehicle Care Facility (**VCF**) for providing minor repair and servicing of cars.
- 2.2 HPCL shall permit the Operator to install movable equipment necessary for VCF operations, to store tools, spares and consumables and undertake servicing/repairs of cars at VCF Centre.
- 2.3 HPCL shall provide free access to VCF Centre to all customers during the working hours of VCF Centre. However, the Corporation reserves the right to park its vehicle and also utilize part of open area, if required, at its concerned Retail Outlet for parking and servicing customers’ vehicles.
- 2.4 HPCL may at its sole discretion take part in the promotional schemes devised by the Operator as per mutual agreement.

Signature & Seal of the Bidder

3 – OBLIGATIONS OF SUCCESSFUL BIDDER

- 3.1 Successful Bidder shall be wholly responsible for the operation and management of VCF Centre viz., employment of skilled and trained manpower, installation of necessary machines and equipment, procurement of necessary spares and tools, inventory management, servicing and repairing of cars etc.
- 3.2 The Successful Bidder shall operate VCF Centre 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. The consumption cost of the same shall be paid by the successful bidder without fail every month.
- 3.5 The Successful Bidder shall take all care and caution to maintain VCF Centre in a good condition at its own cost and undertakes to pay HPCL for any damage or loss caused to the VCF Centre premises as determined by HPCL .
- 3.6 The Successful Bidder shall not change the name of the VCF Centre under any circumstances.
- 3.7 The Successful Bidder shall not carry on any other business from the premises of VCF Centre without obtaining prior written permission of HPCL.
- 3.8 The Successful Bidder shall not borrow money by securing VCF Centre 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

Signature & Seal of the Bidder

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 VCF Centre 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 VCF Centre premises.
- 3.12 The Successful Bidder shall not use any open flame/ direct heating equipment like welding, etc. in the VCF Centre 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 VCF Centre 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 VCF Centre.
The Successful Bidder shall be responsible for all the losses pertaining to operations of VCF Centre 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 premises either 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 VCF Centre

Signature & Seal of the Bidder

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 VCF Centre.
- 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 VCF Centre 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 VCF Centre.
- 4.4 The Successful Bidder shall observe and perform all rules and regulations laid down by the Government or the Municipality in respect of VCF Centre
- 4.5 The Successful Bidder shall be solely responsible for payment of remuneration to the employees employed for the operation of VCF Centre 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.

Signature & Seal of the Bidder

- 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 DD/ NEFT/ RTGS.
- 4.7 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 Corporation for operating VCF Centre which shall be refunded by the Corporation on expiry of the agreement subject to necessary deductions as per the provisions of this RFP and Agreement that shall be executed between HPCL and Successful Bidder

5– GENERAL PROVISIONS

- 5.1 HPCL shall be entitled to inspect the VCF Centre 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 VCF Centre.
- 5.3 The Successful Bidder understands and agrees that it is merely permitted to enter upon the VCF Centre premises for the purpose of operating VCF Centre 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 it 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.

Signature & Seal of the Bidder

- 5.4 The **Successful Bidder** shall not carry out any structural or other alterations, additions, or changes in any part of VCF Centre / 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 or any other advisories, guidelines issued by HPCL & Government Authorities which are applicable to it .
- 5.6 The Successful Bidder shall ensure that its representatives and staff at the VCF Centre 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 super scribing "Proposal for VCF" at HPCL Fuel Retail Outlets_____ under Mumbai Retail Region (Vacant space Sr no and location name)" 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.

"Proposal for VCF" at HPCL Fuel Retail Outlets_____ (Vacant space Sr no and location name"

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

Signature & Seal of the Bidder

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. You are requested to sign each page of the document as token of acceptance & indication of document is fully read & understood.
- f. HPCL reserves right to negotiate with Highest Bidder, if the Commercial offer is not as per their expectation.
- g. Selection of successful party will be Location Based. For every location (Retail outlet space) Highest bidder will be selected basis the quotes submitted by all the bidders. In case of multiple vacant spaces at any single outlet, highest bidder for each vacant space will be selected separately basis the quotes submitted by all the bidders for that vacant space.

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.
- 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 prices mentioned in any document other than Price Bid- Annexure III

Signature & Seal of the Bidder

PQC- UnPriced-Bid (Credentials/ Supporting Document): Following documents are required to be submitted in **Unpriced Bid**

- Profile of the organization/Brief history; promoters' background showing their experience and expertise
- Last 1 year experience in operating the business of Vehicle care/ service stations.
- Organization structure
- PAN Card / Aadhar Card Copy (for proprietor in case of proprietorship)
- GST certificate of proprietorship/partnership/Company
- Experience & expertise in the business of proposed VCF.
- Shop & Establishment Certificate of the existing facility and Incorporation certificate of the company
- P&L Statement, ITR and Balance sheet for last 2 Years
- Earnest Money Deposit (EMD) of an amount Rs. 5000/- (Five Thousand only) for each vacant space serial no by means of a DD/ P.O. made in favour of 'Hindustan Petroleum Corporation Limited', payable at Mumbai (of a National/Scheduled bank other than co-operative banks), must be submitted along with the unpriced bid offer in the same sealed envelope. The amount will be returned to all the unsuccessful bidders after finalization of successful bidder for quoted vacant space. For the highest bidder, this amount will be returned after submission of security deposit.
- List of Name of VCF vacant space for with serial no for which EMD submitted

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

EVALUATION CRITERIA OF RFP

- After the Due date and time for submission of Bids, the unpriced bids will be opened by HPCL.
- Sealed Priced bids, received along with unpriced bids, will be opened by HPCL after technical evaluation of the unpriced bids.
- Upon completion of evaluation of technical bids, price bids of only those parties shall be opened who are qualified in technical evaluation.
- Bids will be evaluated for each VCF Vacant space serial no wise at every location (Retail outlet) for highest quoted total amount (inclusive of all taxes, duties and extras) for each Vacant space serial no wise
- 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 vacant spaces at one/more /all locations as per their choice.

Signature & Seal of the Bidder

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.

HPCL brings to this venture, VCF 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 VCF Centers at **List of retail outlets as mentioned in Annexure- I.**

Price Bid (Commercial Offer)

Your Price Bid should be submitted as per the format given in **Annexure III.** Bid validity will be upto 90 days for the RFP.

Signature & Seal of the Bidder

List of retail outlets with vacant spaces: Annexure- I

vacant space sr no	Name Of Retail Outlet with Vacant Space	Location	Approx Area in Sqft	Sales Area	Addresses
1	SACHDEVA AUTOMOBILES	Malad	200	West	Survey No. 54 & Portion Of Survey No. 3, Malad (W), Mumbai
2	Auto Care Centre,BKC (2nd floor with Car lift)	BKC	5810	West	Survey No. 4207,G N Blocks,Bandra Kurla Complex, Mumbai

Note: Please visit above mentioned sites personally before submitting your offer for the proposed site, you may speak to Ms P. H Parmar Ch Mgr RE –MIS & Analytics: 7506308857 during working hours.

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

Signature & Seal of the Bidder

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	Registered email ID of firm	
5	Type of Organization	Proprietary / Partnership/ Private Limited / Co-Operative Society/ Public Limited Company
6	Registration 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 VCF	
10	P&L Statement, ITR and Balance sheet for last 2 Years	
11	Details of D.D submitted towards EMD	Amount: Rs. Name of the Bank:
12	Name and serial no of Vacant space VCF for which EMD submitted	
13	Declaration of Blacklisting as per the format in Annexure V	
14	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

Signature & Seal of the Bidder

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)

Vacant space VCF Serial no	Name Of Retail Outlet with VCF	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	SACHDEVA AUTOMOBILES	Malad	200				
2	Auto Care Centre, BKC, 2nd floor with Car lift	BKC	5810				

NOTE: - You can quote for all the locations or the selected locations as per your requirement.
<ul style="list-style-type: none">• The rates will get escalated by 10% per year• 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. 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

DRAFT AGREEMENT FOR OPERATION OF VCF AT RETAIL OUTLETS

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 _____.

Signature & Seal of the Bidder

-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/ VCF Centres/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 Vehicle Care Facility (hereinafter referred as "VCF" or "Vehicle Care Centre") 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 VCF Centres at some of the retail outlets of Corporation. The Operator has emerged as the highest bidder for Selected Retail Outlet and Corporation has issued Permission Letter dated _____ to the Operator.
- AND WHEREAS to operate "VCF" 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 **VCF** 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 VCF Centre in the Selected Retail Outlet in accordance with the schedule and time frame as agreed in advance in writing between the Corporation and the Operator for each of the Selected Retail Outlet premises.
 - (b) Provide necessary electricity and water connections with separate consumption meters for the VCF Centre as per the requirement of the Operator.
 - (c) Allow the Operator to operate the VCF Centre to source all goods and services and sell it to the customers.

Signature & Seal of the Bidder

- (d) Allow all the customers, vendors and employees of the Operator, free & unrestricted access to the VCF Centre during normal working hours of VCF Centre.
 - (e) 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 at its own costs before placing such signage/s, glow sign/s etc for display, with prior permission from the Corporation.
 - (f) Provide required entry permissions to the staff of the Operator during normal working hours of the VCF Centre.
 - (g) Provide required permission for entry of delivery trucks in the said premises
- (3) The Operator on its part agrees to:
- (a) After the issuance of LOI, billing will start from one month from the date of issuance of LOI/ date of handing over of site whichever is earlier.
 - (b) Submit an interest free security deposit equivalent to 3 months signage fees within 15 days from the date of permission letter by the corporation for operating VCF Centre as mentioned in detail under 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
 - (c) Obtain and renew from time to time, all statutory clearances, licenses, consents, approvals, permits and permissions to operate the VCF Centre under this Agreement. The Corporation shall extend necessary co-operation and enable assistance by providing NOC's etc, if required, for procuring the same.
 - (d) Assume complete responsibility (including cost & risk) to operate the VCF Centre in all respects, like sourcing inventory, storage and sales for purposes of commerce.

Signature & Seal of the Bidder

- (e) Operate the VCF Centre at its own cost and responsibility from the designated space at the Selected Retail Outlet provided by the Corporation.
- (f) Ensure that the VCF Centre will be functional 7 days a week for a minimum operation of 8 hours, unless dictated otherwise by local laws as may be applicable.
- (g) Provide a convenient and pleasant environment for the customers through good housekeeping, aesthetic and practical product display, courteous service and ethical business practices.
- (h) Ensure that its representatives and staff at the VCF Centre 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.
- (i) Bear all expenses towards consumption/use of electricity and water services by the VCF Centre, as per separate consumption meters provided by the Corporation.
- (j) 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 VCF Centre 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.
- (k) 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.
- (l) 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

Signature & Seal of the Bidder

any act or omission of Operator then the cost of repair will be borne by the Operator.

- (m) not serve or otherwise sell or deal with in the VCF Centre 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.
- (n) To effect all sale and physical delivery of all goods, material and products through the VCF Centre.
- (o) Take all precautions that the articles sold and supplied are all of good standard and in conformity with the standards required by Government or any other statutory agencies.
- (p) Observe and perform all rules and regulations laid down by the Government or the Municipality regarding VCF Centre.
- (q) 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.
- (r) Not to change the name of the VCF Centre; subject to the assignment rights of the Operator with prior approval of Corporation , as herein stated.
- (s) Not to borrow any money in the Security of the said Premises or in articles and things therein in the name of the Corporation.
- (t) Dispose of all rubbish, garbage, sewerage properly under the guidance of the Corporation or its representatives.
- (u) Provide its own security for the VCF Centre at the Premises.
- (v) Do not carry out any changes with respect to VCF Centre without prior written approval from the corporation.
- (w) Provide trained manpower for all operations and ensure timely complaint resolution with respect to VCF Centre, whenever required.

Signature & Seal of the Bidder

- (x) 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 VCF Centre 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 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 maybe renewed for another period of three years on the sole discretion of HPCL at the same terms & conditions 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,:

Signature & Seal of the Bidder

- 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

- There is in force a direction or order from a statutory authority that compels or results in closure of the VCF Centre, and all appeals and other remedies available there against have been fully exhausted.
 - Consequent to an order from a Court, directing closure of the VCF Centre, 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.
- (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 VCF Centre, 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/ GST shall be applicable over and above the net signage fee amount.
- (9) The representative of the Corporation shall be entitled to inspect the VCF Centre 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 Operators shall pay a monthly minimum guaranteed fixed signage fee as mentioned in **Annexure-A**. Service Tax/ GST shall be applicable over and above the net signage fee amount. 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

Signature & Seal of the Bidder

of delay in such payments, a simple interest @ 18% Per annum shall be paid on the outstanding amount.

(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 VCF Centre.

(12) The Operator shall be responsible to pay (for the portion where the VCF Centre 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 VCF Centre.

(13) The Operator shall be solely responsible for the payment of wages to the staff employed by him for conducting and running the VCF Centre 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.

15 Neither Party will be liable for any default or 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
Signature & Seal of the Bidder

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.

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

Signature & Seal of the Bidder

to remove from the Premises, any fixtures, fittings, appliances or other improvements belonging to or provided by the Operator in or about the Premises.

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/ Speed post and Email ID to its _____ 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.

Signature & Seal of the Bidder

- 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.
- 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)	
Mr _____)	
In the presence of)	
_____)	
)	
)	
)	

Signature & Seal of the Bidder

Signed and delivered by for and on behalf of through its
Authorized Signatory

Mr. _____

In the presence of

)
)
)
)
)
)
)
)
)

Annexure-A	M/s
Particulars	
Address	
Area	700 SQFT Carpet
Min Guaranteed Signage Fees	1 st Year of Operation: Rs /-
	2 nd Year of Operation: Rs /-
Interest Free Security Deposit	Rs.

Signature & Seal of the Bidder

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

Signature & Seal of the Bidder