

AGREEMENT FOR
SUB-DISTRIBUTORS & RETAILER



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1. Any person including an Individual, Body of individuals, HUF, Association of persons, Firm, Company, Local Authority, are eligible to apply for BEZA ENERGY Private Limited (BEPL) retail outlet.
2. **Identification of Locations:** Location for setting up Retail Outlet will be identified by BEPL based on commercial/minimum volume considerations. Accordingly, urban/suburban/Highways/ Rural outlets are set up as per following criteria:

Location of Fuel station	What to Expect	Vehicle Category	Services & Facilities
Urban	-Simple, Compact Structure -Quick, Safe fueling and speedily checkout -Paperless transaction -	4 – wheelers such as city centric cars, SUVs	-Bio Fuel Air, oil and other consumable -Drinking water -Lubricants -POS System/Debit & Credit Card Swipe machine
Suburban	-Very well laid out, well-lit structures -Easy Safe Fueling and Checkout - Paperless transaction	4 & 6 Wheelers such as LCVs, mini buses, cars, SUVs, jeeps	Bio Fuel Air, oil and other consumable -Drinking water -Lubricants -Pollution Check certification -Refreshment Store -POS System/Debit & Credit Card Swipe machine
Highway	-Very well designed	4, 6, and 6+ wheelers	Bio Fuel

	Spacious Structures - Easy Safe Fueling and Checkout - Paperless transaction	such as HCVs, trucks, buses, trailers, construction vehicle, LCVs, mini buses, cars, SUVs, jeep	Air, oil and other consumable -Drinking water -Lubricants -Pollution Check certification -Convenience Store -Eatery joint -Rest areas -Vehicle wash/servicing -POS System/Debit & Credit Card Swipe machine
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The offered land will be taken on lease and fully developed as "BEPL" owned site. Land can either be taken from the applicant or the owner of land directly.

3. Residential Status: The Entity Should be registered in India

Specific Requirements for applicants applying under Partnership :

The premises and finance owned by partners(s) will be treated like owned by the proposed firm as a whole for the purpose of eligibility.

Each partner should submit separate application from along with application fee. However, the applications can be clubbed together. A copy of proposed partnership deed along with the application is also required.

4. Premises: If the offered premises are owned by the applicant then the location/area will be transferred on the name of the company on a lease for the period as advertised.

The applicant (s) who own the offered premises should furnish at least one of the following documents in support of ownership of premises offered:-

- Khasra / Khatuani or any equivalent revenue document or certificate from revenue official confirming status of he ownership of the premises
- Registered Sale Deed / Registered gift deed
- Registered leased deed for a minimum period of 10 years (as advertised)
- Any other type of ownership / transferred deed document
- Lease agreement or firm allotment letter issued by government / Semi Government bodies

b) Various situations of ownership for defining owned/ firm offer are as under:-

Sl. No.	Situation of ownership	Share of applicant in premises	Additional documents required	evaluation
1.	Self	Full	Nil	Owned
2.	Self with Other Owners	Part	If the share of the applicant is more than	Owned

			or equal to premises required by the company – Nil Else, Consent letter on stamp paper and affidavit or power of attorney from all co-owners should be provided	
3	Owned by govt./semi govt. bodies	FULL	Full allotment letter from govt./semi govt. bodies on the name of applicant with specific mention for use of fuel station	Owned
4	Owned by third party in part or full	Part/Nil	Consent letter on stamp paper or an affidavit or power of attorney from other owners	Firm offer

c) Verification of the supporting documents submitted by the applicant will be carried out for the selected candidate at the time of field verification of credentials.

Note:

- Only one suitable premise to be offered by the applicant.
- In spite of above if an applicant offers more than one premises then, a confirmation in writing is to be obtained by BEPL from the applicant with regard to the plot of premises to be considered.
- The same premises cannot be offered by more than one applicant for a particular fuel station's location. In case more than one application is received offering the same premises all such applications would be rejected.
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- The selected candidate will have to make available the offered premises dully developed up to the road level by cutting/filling (as applicable), with good earth layer wise compacted as per standard engineering practices for the satisfaction of BEPL . The selected candidates is also required to provide retaining wall and compound wall of min. height 1.5 meters, designed as per site conditions as per approval of BEPL .
- There is no commitment by BEPL for taking the offered premises from the applicant. If an applicant, after selection, is unable to provide the premises indicated in the application within a period of 2 months from the date of Letter of intent (LOI) BEPL reserves the right to cancel/ withdraw the LOI issued in favor of the selected candidate.

d) Each applicant will have to declare, in the application form, the category under which offered premises falls. Supporting the above, a confirmatory letter from the advocate giving detail of the current ownership: document relied upon are also to be submitted. The eligibility of the applicant's premises will be determined by the declaration given in the application, confirmatory letter from the advocate and relevant clause in the affidavit regarding the same.

e) The applicant(s) with suitable premises who would be selected will be liable for the rent of the offered premises on the basis of collectors rate value @5% PA (per annum). The said amount will be transferred to the applicant(s) registered bank account every month after the date of the land lease.

Terms & Conditions applied basis of Annexure -III

5. **Investment:-** All investments for setting up the retail outlet based on work and costing will be borne by the applicant only. For advising purpose and support BEPL will always stand by the entire potential applicant after the final registration.

Approximately initial investments for Sub-Distributors and Retailers including security deposit and LOA fees will be:

For Retailer:

Storage Capacity (KL)	Letter of Allotment (LOA)	Security Deposit	Total Investment (Approx.) (+10% or -10%)
30	5 lakhs	5 lakhs	35 Lakhs
50	5 lakhs	5 lakhs	45 Lakhs
75	5 lakhs	5 lakhs	55 Lakhs
100	5 lakhs	5 lakhs	70 Lakhs

For Sub distributors

Storage (KL)	Letter of Allotment (LOA)	Security Deposit	Total Investment (Approx.) (+10% or -10%)
120	5 lakhs	5 lakhs	1.00 Cr.
150	5 lakhs	5 lakhs	1.25 Cr.
200	5 lakhs	5 lakhs	1.50 Cr.

****"Total investment cost "** includes cost of storage facility, double nozzle dispensers, canopy, single pole , Logos and signage as per BEPL's standard drawings and specifications. Applicant shall bear the cost of the land, cost of civil construction & NOC charges on its own. However, BEPL shall facilitate for approvals and NOC's through its approved consultant .

Note:-

1. The FEE of LOA is for 10 years only and is non refundable in any conditions.
2. The security amount submitted is refundable
3. In case, any retailer / sub distributor demands to increase the storage capacity, he would become liable for paying the extra amount of LOA fees and security deposit as per company rules.

5. **Finance:-** the offered finance should be in the name of the entity itself.

The financial instruments / accounts / funds etc. offered by one applicant cannot be offered by other applicant against the same location. In case the financial instrument / accounts/ fund etc. are found common in more than one applications for the same location, at any stage then all such applications would be liable for rejection. In this regard a declaration would be given by the applicant / their family members that the financial instruments / account / funds etc. offered by them for finance has not been offered by any other applicant for the same locations. In case the same is found at any stage then candidature of all such applicants would be rejected / selection canceled.

6. RETAIL OUTLET MANAGEMENT

An entity selected for the Retail outlet will have to manage day to day working / affairs of the retail outlet under controlled supervision of their employee(s) and in line with the provisions of the agreement.

a).Fire fighting and safety equipment : Retailer shall provide adequate fire fighting / safety equipments at retail outlet as per the Statutory requirements and maintain them in good working conditions at his / her own cost. Trained staff should be available to handle and operate the same.

b).Statutory Approvals / License :- BEPL shall assist the applicant to obtain all Statutory approvals and Licenses for operation of Retail outlet as per the guidelines of Central/State govt.

7. AFFIDAVIT FROM APPLICANTS

- All affidavit should be submitted in original on stamp paper of appropriate value as applicable in the concerned state.
- All stamp paper should be purchased in the name of the deponent.

8. APPLICATION FEES

- Non refundable application fees of Rs. 10000/- (Ten thousand only) in the form of demand draft only in favor of the BEZA ENERGY PRIVATE LIMITED (Retailers only)
- Non refundable application fees of Rs. 20000/- (Twenty thousand only) in the form of demand draft only in favor of the BEZA ENERGY PRIVATE LIMITED (Sub distributor only).
- One applicant can submit only one application for one location. In case more than one application received from one applicant, only one application would finally be considered.

9. PREMISES EVALUATION

All the eligible candidates would be informed about the visit of BEPL representatives for evaluation of their offered premises. The parameters under which premises will be evaluated for suitability are :

- Premises is advertised area / stretch
- Premises dimension are as per requirements,
- Premises meet NHAI and FOREST norms and NOC. (for sites on NH).
- Storage License from District Magistrate borne by applicant himself

Premises not meeting any of the above parameters will not be considered and will be rejected. Moreover if the same piece of land is found to be offered by more than one applicant for a particular location then all such application would be rejected.

10. Minimum land requirement for sub distributor and Retailers :

Sub Distributor	Retailer
100x 250 = 25000 sqft.	100x120 = 12000 sqft.

11. FIELD VERIFICATION OF CREDENTIALS

The field verification will be carried out for the selected candidates in respect of details provided in the application form. The objective of the FVC is to verify the correctness of the details given by the candidates in the application. The candidate is required to produce all original documents, copies of which have been attached with the application form for verifications.

12. LETTER OF INTENT

If the information given in the application by the applicant is found to be correct, and no selection related complaint / court case is pending for decision, letter of Intent will be issued to the selected candidate. The dealer select, after receipt of LOI is required to make the offered premises available in developed condition and fulfill the other requisite conditions as mentioned in the LOI. The dealers select would be given 2 months for making the land available failing which BEPL may withdrawal the LOI and proceed further with selection process. LOI will be issued after FVC.

13. Withdrawal of LOI

In case selected candidate is unable to provide the land/develop facilities within the specified time or due to non fulfillment of terms & conditions of LOI, then LOI can be withdrawn. A show cause notice shall be given to the LOI holder. In case he is unable to provide any satisfactory reply within permissible time line, LOI shall stand cancelled automatically. In such situation, IDP, (initial down payment) shall be forfeited.

14. COMMISSIONING OF THE RELATIONSHIP

A candidate who has been given the "letter of Intent" (LOI) is required to fulfill the terms & condition as contained therein, so as the outlet shall be commissioned within the stipulated time period. If the progress is not found to be in line with the given timelines, LOI may be withdrawn unless there is justifiable reason for the same.

Before commissioning, Letter of Allotment (LOA) along with executed copy of Retailer ship agreement will be given.

Affidavit must be submitted by the applicant at the time of issuance of LOA.

15. INSURANCE:

The retailer shall during the continuance of this agreement obtain and maintain full insurance from an IRDA listed insurance company identified by the company, The Retailer shall adequately insure himself and the company against the following risks viz. third party risk, fire and explosion risks, and / or loss of or damage to the product for any cause whatsoever. The retailer shall, at its own expense, during the terms of this Agreement and any extension thereof, maintain full insurance under any Workmen's Compensation.

Laws effective in the State and other applicable jurisdiction shall cover all personnel employed at the outlet. The retailer shall, prior to the end of every calendar month furnish Company with copies of insurance policies.

16. Breach of Contract

The Retailer shall be solely responsible for any breach or contravention by himself, his servants or agents or any law, rules, regulations or bye-laws passed or made by the Central and / or State government and /or Municipal local and / or other authorities as may be applicable from time to time to the business including, without prejudice to the generality of the foregoing. The concerned authorities respectively appointed under the petroleum act, payment of wages act, shops and establishment act, factories act, and the workmen's compensation act or any statutory modifications or re-enactments of the said statutes or rules and the company shall not be responsible in any manner for any liability arising out of non - compliance by the retailer with the same.

17. TAX:

Each party shall be liable and responsible to pay its own taxes and file necessary returns.

18. FALSE INFORMATION

If any statement made in the application or in the documents enclosed therewith or subsequently submitted in the pursuance of the application by the candidate at any stage is found to have been suppressed / misrepresented / incorrect or false, then the application liable to rejected without assigning any reason and in case the applicant has been appointed as a retailer, the retailer ship is liable to be terminated. In such case the candidate / retailer shall have no claim whatsoever against BEZA ENERGY Private Limited.

ANNEXURE - I

BASIC FACILITIES REQUIRED FOR OPERATION OF RETAIL OUTLET

The following facilities are required to be provide at the retail outlet, depending on the type of site the facilities are to be made available by the sub-distributor and retailer (as specified by the corporation) / corporation as mentioned against each type of facility:

SI No.	Type of facility	Provision of facility by
1.	Developed premises with boundary / compound wall as per BEPL drawings & specifications	Retailer and sub-distributor
2.	Sales office with all furnishing, computers, printers, etc., store room, toilet, electrical room, laboratory room, water connection, yard lighting, pumping facility, electricity connection, DG set, etc.	Retailer and sub-distributor
3.	Drive way	Retailer and sub-distributor
4.	Next gen fuel supply, canopy, storage tanks, dispensing machine units, company & brand signage.	BEPL
5.	Promotional marketing	BEPL
6.	Clean drinking water, maintenance of neat and clean washrooms, telephone, internet etc.	Retailer and sub-distributor

Site specific additional facilities required for customer service such a staff cum change room, service station, rest room, restaurant PUC facility and some other facility may also be specified by **BEPL** in future and will be provided to sub distributor / retailer as applicable.

ANNEXURE -II

Business Margin :

Sl No.	Particulars	Sub-distributors	Retailer
1.	Minimum storage capacity	120 KL or 120, 000 ltr.	30 KL or 30, 000 ltr.
2.	Business margin	Authorized to avail Rs. 5/- per ltr. From BEPL Directly , where sub-distributor has to pass on a margin of Rs. 3/- to their registered retailer.	Authorized to avail Rs. 3/- ltr. from BEPL.

ANNEXURE –III

Lease rent of the offered premises will be counted on the basis of collector rate value @ 5% pa (per annum). The said amount will be transferred to the applicant registered bank account every month after the date of the land lease only if sub distributor / retailer fulfill the minimum sales target of the company.

Sales target for sub distributor:

Sub distributors sales target will be decided on the basis of their retailer sales and their own fuel station.

Sales Target of the Retailer:

1. **Rural Area** – the minimum sale of next gen fuel in these area shall be 3000 Ltr. Per day
2. **Sub Urban Area** – the minimum sale of next gen fuel in these area shall be 5000 Ltr. Per day
3. **Urban Area** – the minimum sale of next gen fuel in these area shall be 8,000 Ltr. Per day
4. **Metro Cities** – the minimum sale of next gen fuel in these area shall be 10,000 Ltr. Per day

5. **Note:-**

It is mandatory for the sub distributor and Retailer to maintain a minimum of 10 days stock of Next Gen fuel based on their daily sales.

ANNEXURE - IV

List of documents

1. 4 nos. of photographs
2. GST of Firm
3. PAN of Firm
4. Adhaar Card
5. Three years Income Tax Return
6. Land Documents Verified by legal advocate
7. Lease Agreement in case of rental property
8. Map of Land by Architect
9. Address proof
10. Video Clip of Road Load of traffic, send it on mail id or whatsapp

Registration through RTGS/ NEFT / Cheque

Name :- BEZA ENERGY PRIVATE LIMITED
Bank :- RBL BANK LTD
Account No. :- 409001090506
IFSC Code:- RATN0000182
Branch:- VASANT VIHAR, NEW DELHI-110057

Any other information about BEZA ENERGY please contact

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Mail ID:- info.bezaenergy@gmail.com, info@bezaenergy.com

Website:- www.bezaenergy.com

ANNEXURE - V

Registrations/Approvals/NOC Required

District Magistrate/District Commissioner on similar lines as is being done for Retail Outlets of Public Sector Oil Marketing Companies

Petroleum and Explosives Safety Organisation (PESO) license, as required

National/State Highway Authorities

Weights and Measures Department of the respective State/UT

Food and Civil Supplies Department of the respective State/UT

Land use certificate of commercial land from District Administration

State Biofuel Boards(whenever existing)

GST Registration

Fire Department

Shops and Establishments Act

Environmental Clearance from the Pollution Control Board of the respective State/UT
