



# एचपीसीएल बाँयोफ्यूलस लिमिटेड

(हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड के पूर्ण स्वामित्व वाली सहायक कम्पनी)

## HPCL BIOFUELS LIMITED

(A wholly owned subsidiary company of Hindustan Petroleum Corporation Ltd.)

पंजीकृत कार्यालय : प्रथम मंजिल, श्री सदन, प्लॉट न. 09, पाटलीपुत्र कॉलोनी, पटना-800013, बिहार

Regd. Office : 1st Floor, Shree Sadan, Plot No.09, Patliputra Colony, Patna-800013, Bihar

दुरभाष / Telephone : 0612 - 2260185 / 2270483, Website : www.hpclbiofuels.co.in, CIN - U24290BR2009GOI014927

### **TENDER FOR LICENSING OF PONDS**

(This is only a Price Enquiry not a Purchase Order)

**Tender No: HBL/LIC/POND/252**

**Name & Address of the Tenderer (Below)**

**Tender Date: 10.03.2021**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Direct Queries To: DP DWIVEDY**

**Designation: GENERAL MANAGER**

**Location: LAURIYA**

**Telephone No: +91-8298743211**

**Phone No.** \_\_\_\_\_

**Email id** \_\_\_\_\_

**Title : LICENSING OF PONDS AT HPCL BIOFUELS PREMISES AT BANUCHAPAR, BETTIAH, UNDER THE DISTRICT OF WEST CHAMPARAN, BIHAR.**

HPCL Biofuels Limited, a wholly owned subsidiary company of Hindustan Petroleum Corporation Limited, incorporated under the Companies Act, 1956 and having its registered office at 1st Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Besides Unicef Building, Patna - 800013, hereinafter referred to as 'the Licensors' invites competitive bids for leasing its land/ ponds for fish farming at Banuchappar, Near Rly station, Bettiah, West Champaran, Bihar as given below:

**Tender to be received on or before 09/04/2021 by 1430 Hrs at the address mentioned below.**

Tenders are to be dropped in the designated tender box at the address mentioned below. In situation where the tenders are big which cannot be dropped in the box or where the specific tender boxes are not available, tenders are to be submitted with the concerned purchasing authority at the following address.

**HPCL Biofuels Limited.  
1st Floor, Shree Sadan,  
Plot No. 09, Patliputra Colony  
Besides Unicef Building  
Patna - 800013, Bihar.**

**Tender received after due date and time due to whatever reasons will be rejected.**

**Bidders and other interested bidder may witness the tender opening on the same day i.e. 09/04/2021 by 1500 Hrs.**

1. For any greivance related issue, queries to be sent to Grievance Redressal cell of HPCL Biofuels Limited (HBL) at above address.
2. All unit rates in **Indian Rupees** ( Specify currency)

**Tenderer shall offer their most competitive license fees as below:**

**Address: For Pond at HPCL Biofuels Limited, Near Bettiah Railway Station, Banuchapar, Bettiah, Dist-West Champaran, Bihar- 845438.**

SR. NO.	DESCRIPTION	QTY	UNIT	License fees per year (Rs. per Annum)
1	<b>Pond at Bettiah, area admeasuring 1.12 Acres as detailed below and drawing attached.</b>	1	Lump sum	Rs ..... (In words Rs. .... .....)

License will be awarded to as per highest bidder.

**Details of Ponds are as below:**

<b><u>Pond No.03 at Bettiah:</u></b>	Khata No. - Khasra No. -	Area (in Acres)
North side: Other Land	139 1136	0.74
South side: HBL Bettiah Godown	139 1137	0.19
East Side: Road	383 1141	0.19
West Side: Road		
	<b>Total</b>	<b>1.12 Acres</b>

**Note: Tenderer shall furnish his complete profile along with the bid Name of the firm, postal address, e-mail id, authorised contact person, Contact telephone/ Cell nos.**

### **TERMS & CONDITIONS**

1. This is only a price enquiry and not an order.
2. Rates so quoted shall be filled in ink or printed and shall be strictly as per this format.
3. Tenderers are required to sign and put their seal on all pages towards acceptance of the terms and conditions of this tenders and agreement.
4. **The tender quoted shall be enclosed in sealed envelope and the body of the envelope should mention the Tender Subject as "Tender for Licensing of Ponds" and the name/address of the bidder and shall be submitted at the address as mentioned above on or before 09/04/2021 on or before 1430 hrs.**
5. Agreement format is enclosed in **Annexure 1**.
6. Total area of Pond at Bettiah =1.12 Acres approximately. Please refer map attached.
7. **Lease period will be of Four years further extendible by one more year at the discretion of the Licensor.**
8. After execution of license agreement in attached format, the Licensor hereby grants to use the said land/ Ponds as an "as is where is, and whatever there is" condition basis. The Licensee may carry out the works for development of this ponds and make the same fit for fish farming at their own cost strictly under the supervision of the officers of the Licensor at the Licensee's cost/ expenses and without any claim against the Licensor.
9. **Payment terms:** Yearly license fees shall be paid in advance through RTGS/Demand draft. Payment for first year shall be made at the time of signing this agreement and subsequent years within 7 days from the date of commencement of subsequent year.
10. The Licensee will bear an escalation of 10% in fees to the Licensor after every One year on fees quoted against this tender.

11. The payment/Escalation structure of yearly fees is given as below:

License fee for the 1st year	Rs. X
License fee for the 2nd year	Rs. 1.1x
License fee for the 3rd year	Rs. 1.21x
License fee for the 4th year	Rs. 1.331x

12. **Security Deposit: The Licensee shall pay to the Licensor and keep the interest free security deposit a sum of Rs. 10,000 /- (Rs. Ten Thousand) Per Acre**, as a security Deposit for the Licensed Premises on the date of signing of this Agreement (receipt whereof will be duly acknowledging by the Licensor). The Security Deposit shall bear no interest whatsoever. The Licensor shall refund the said deposit after deducting applicable/ pending dues if any and only upon the Licensee vacating the Licensed Pond. In the event of termination of this Agreement as stated herein, the Licensor shall forthwith return the said deposit against delivery of the quiet, vacant and peaceful possession of the Licensed Pond by the Licensee to the exclusive possession of the Licensor.
13. The Licensee shall be responsible for developing these pond with all applicable safety and statutory precautions. He/they may use these ponds for carrying out the Fish farming work and shall keep the said pond in proper condition at his/their own cost. Licensee will make adequate measure for security arrangements for the licensed premises and for his produce/ fishery farm and payment for such Security personnel. Licensee shall comply with the provisions of all the applicable labour laws, particularly following Acts and any amendment / modifications thereto or any other law relating thereto and Rules made thereunder from time to time and comply with all provisions applicable therein and/or make all the payments specified therein i.e. Payment of Wages Act, 1936; Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947; Minimum Wages Act, 1948; Employees' State Insurance Act, 1948; Employees' Provident Funds and Miscellaneous Provisions Act, 1952; Contract Labour (Regulation and Abolition) Act, 1970; Payment of Bonus Act, 1965. The above list of Acts is only indicative and not exhaustive. The Act includes and amendments and rules framed therein from time to time.
14. The Licensee shall be exclusively responsible for the safekeeping and risks of the products and shall take out adequate insurance and other safety /security measures for the same. The Licensor shall not in any manner be responsible for any loss, theft, pilferage or damage to any product of the Licensee under any circumstances whatsoever nor shall the Licensor be responsible for any injury or death caused due to the ponds to any person of the Licensee or under the Licensee under any circumstances. The licensee hereby indemnifies and shall continue to indemnify the Licensor from all claims, suits, costs, expenses, liabilities, losses or damages (including any third party claims) that may arise during the period of the Agreement and up to the date and time of returning back the vacant and peaceful possession of the said ponds back to the Licensor.
15. The Licensor shall also have the right to deploy its own security and may at any time enter and check the pond in question to ensure that the terms of this agreement are complied with or to comply with any law or protect the Licensor's interest in any manner. Further, it is expressly understood by the Licensee that the constructive possession shall always rest with the Licensor.
16. At any time during the period of this agreement, the Licensor shall have the option to terminate this agreement by giving one calendar month advance in writing to the Licensee without assigning any reasons and the License shall stand accordingly stand terminated. The Licensor may also terminate the agreement in case of material breach of any terms and conditions of the agreement by the Licensee. However, before termination the Licensor shall serve a written notice of 15 days to the Licensee asking them to ratify the breach within 30 days of the receipt of the notice, failing which the agreement may be terminated by the Licensor.
17. The Licensee shall not assign, transfer, sublet or part with the possession of the said pond or any portion thereof to any other person without the prior written consent of the Licensor.

18. The Licensee shall not at any time put any claim of ownership, lease, sublease, tenancy or sub-tenancy or any other right or title in the said pond and this agreement shall not be construed to create any such right whatsoever in favour of the Licensee.
19. The Licensee shall observe all rules and regulations of municipality, state, central and local bodies/ government.
20. The Licensee shall not do any act or deed which may cause nuisance and annoyance to the Licensor and neighbours nor put any dangerous, illegal or prohibited substances in the pond. Licensee is further prohibited to carry out any illegal activities from the said ponds.
21. The Licensee shall handover vacant and peaceful possession of the said pond in same condition subject to normal wear and tear to the Licensor after expiry of this Agreement or expiry of its renewal period or earlier termination whichever is earlier as the case may be without any hindrance, demur or encumbrance.
22. The Licensee shall not carry out any structural alterations or additions or changes in the said pond without the prior consent in writing of the Licensor.
23. The Licensor shall pay all the existing and future rates, taxes levies by the Municipal Corporation or by any Government or semi-government bodies or by the Cooperative Society in respect of the land of said pond and the same shall not be recoverable from the Licensee.
24. In case of any failure on the part of the Licensee to return and give back vacant and peaceful possession of the said pond back to the Licensor, then the Licensor shall have the right to enter the premises and remove the Licensee and its goods, material, equipment, vehicles etc. at the cost and risk of the Licensee and the Licensor shall also have the right to claim damages from the Licensee, which shall not be less than twice the amount of License fees payable under this agreement. This agreement shall be governed exclusively by the laws of India.
25. In case of any disputes or differences between the parties the "Chief Executive Officer" of the Licensor shall amicably try to resolve the same; if the matter fails to be resolved the same shall be referred to a Sole Arbitrator to be appointed by "Chief Executive Officer" of the Licensor. The place of arbitration shall be Patna and the arbitration shall be conducted in English Language.
26. Successful tenderer will have to sign the agreement as "Licensee" with Owner as "Licensor" and deposit one-year license fees as a security deposit within 15 days of date of intimation from Licensor. In case of failure, owner will have right to forfeit earnest money deposit and cancel the tender.
27. **EARNEST MONEY DEPOSIT: EMD Rs. 5,000/- (Rs. Five Thousands) each is required to be submitted with this tender in the form of Pay order/ Demand Draft of any scheduled bank (other than Co-operative Bank) in the name of "HPCL BIOFUELS LIMITED" Payable at PATNA. Tenders will be rejected if EMD is not submitted with the tenders or amount is not in line with the amount called for. EMD Shall be refunded interest free to all unsuccessful bidders.**
28. HPCL Biofuels Limited reserves the right to accept or reject the tenders/s or any part of the tender/s or all the offers any time without assigning any reasons.
29. HBL, reserves the right to suspend, the contract covered by the order in event of strike, accidents or other contingencies beyond HBL's control.
30. HBL shall not be responsible of any delays for receipt of tenders etc on account of delays in postal/couriers or for any other reasons.
31. The quantity of item/s of this tender, order (if given) is tentative and HBL reserves the right to terminate and suspend the contract/order at any point of time basis requirement of the purchaser/HBL. No claim / compensation by the contractor/bidder shall be entertained due to any reasons thereof.
32. HPCL Biofuels Limited reserves the right to accept or reject the tenders/s or any part of the tender/s or all the offers any time without assigning any reasons.
33. HBL, reserves the right to suspend, the contract covered by the order in event of strike, accidents or other contingencies beyond HBL's control.

34. HBL shall not be responsible of any delays for receipt of tenders etc. on account of delays in postal/couriers or for any other reasons.
35. The quantity of item/s of this tender, order (if given) is tentative and HBL reserves the right to terminate and suspend the contract/order at any point of time basis requirement of the purchaser/HBL. No claim / compensation by the contractor/bidder shall be entertained due to any reasons thereof.
36. The Tenderer is advised to visit and examine the site at all locations and their surrounding and obtain for himself on his own responsibility all information that may be necessary for preparing of the bid and entering into the contract. The cost of visiting the sites shall be at bidder's own expenses. No extra claim on account of non-familiarity of site conditions shall be entertained during execution of works.



## **Annexure 1**

### **DRAFT LEAVE & LICENSE AGREEMENT**

THIS AGREEMENT is made at Patna on this ..... day of 2021 between HPCL Biofuels Limited, a wholly owned subsidiary company of Hindustan Petroleum Corporation Limited, incorporated under the Companies Act, 1956 and having its registered office at 1st Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Besides Unicef Building, Patna - 800013, hereinafter referred to as 'the Licensors' ( which expression shall, wherever the context so requires or admits, mean and include its successors, and permitted assigns) of the One Part and ..... , hereinafter called the Licensee ( which expression shall wherever the context so requires or admits mean and include its successors and permitted assigns ) of the Other Part.

Hereinafter both Licensor and Licensee shall be collectively referred to as "parties "and individually as "Party"

WHEREAS the Licensor is the owner of the Pond. Situated at Bettiah admeasuring a total carpet area of 1.12 Acres) approximately (Hereinafter referred to as "the said ponds") describe more fully in details in the schedule attached at the end of this Agreement and map attached hereto delineated by yellow colour boundary.

AND WHEREAS the Licensee has approached the Licensor to give the said Pond on license basis for Fish farming, for a period of Four years. Further extendible by One year at the discretion of the Licensor.

AND WHEREAS the Licensor has agreed to give the said Pond on License purely on temporary basis on the terms and conditions hereinafter mentioned.

NOW THE AGREEMENT WITNESSE and it is hereby agreed by and between the parties as follows:

1. The Licensor hereby grants to the Licensee and the Licensee hereby accepts from the Licensor the licensee to use the said one pond one of which is situated at Bettiah, Dist. West Champaran, Bihar on an "as is where is, and whatever there is" condition and basis. The Licensee may carry out minor repairs strictly under the supervision of the officers of the Licensor at the Licensee's cost/expenses and without any claim against the Licensor.
2. The Agreement shall be in force from .....to ..... (both days inclusive)
3. The License fee for the use of the said Pond shall be Rs. .... (In words.....) Per Acre per year. Total yearly License fee shall therefore be a sum of Rs. .... (In words Rs. ....) payable in advance. For first year payment shall be made at the time of signing this agreement and subsequent years within 7 days from the date of commencement of subsequent year.
4. The Licensee shall pay to the Licensor and keep deposited a sum of Rs.10,000 /- Per Acre , as a security Deposit for the Licensed Premises on the date of signing of this Agreement (receipt whereof will be duly acknowledge by the Licensor ). The security Deposit shall bear no interest whatsoever. The Licensor shall refund the said deposit after deducting applicable/ pending dues if any and only upon the Licensee vacating the Licensed Pond. In the event of termination of this Agreement as stated herein, the Licensor shall forthwith return the said deposit – against delivery of the quiet, vacant and peaceful possession of the Licensed Premises by the Licensee to the exclusive possession of the Licensor.
5. The Licensee will bear an escalation of 10% in license fees to the Licensor after every 12 months. The payment/Escalation structure of yearly fees is given as below:

License fee for the 1st year	Rs. X
License fee for the 2nd year	Rs. 1.1x
License fee for the 3rd year	Rs. 1.21x
License fee for the 4th year	Rs. 1.331x

6. The Licensee shall be responsible for developing these pond with all applicable safety and statutory precautions. He/they may use these ponds for carrying out the Fish farming work and shall keep the said pond in proper condition at his/their own cost. Licensee will make adequate security arrangements for the licensed premises and for his produce/ fishery farm and payment for such Security personnel shall be made by Licensee.
7. Licensee shall comply with the provisions of all the applicable labour laws, particularly following Acts and any amendment / modifications thereto or any other law relating thereto and Rules made thereunder from time to time and comply with all provisions applicable therein and/or make all the payments specified therein i.e. Payment of Wages Act, 1936; Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947; Minimum Wages Act, 1948; Employees' State Insurance Act, 1948; Employees' Provident Funds and Miscellaneous Provisions Act, 1952; Contract Labour (Regulation and Abolition) Act, 1970; Payment of Bonus Act, 1965. The above list of Acts is only indicative and not exhaustive. The Act includes and amendments and rules framed therein from time to time.
8. The Licensee shall be exclusively responsible for the safekeeping and risks of the products and shall take out adequate insurance and other safety /security measures for the same. The Licensor shall not in any manner be responsible for any loss, theft, pilferage or damage to any product of the Licensee under any circumstances whatsoever nor shall the Licensor be responsible for any injury or death caused by ponds to any person of the Licensee or under the Licensee under any circumstances. The Licensee hereby indemnify and shall continue to indemnify the Licensor from all claims, suits, costs, expenses, liabilities, losses or damages that may arise during the period of the Agreement and up to the date & time of returning back the vacant and peaceful possession of the said ponds back to the licensor.
9. The Licensor shall also have the right to deploy its own security and may at any time enter and check the pond in question to ensure that the terms of this agreement are complied with or to comply with any law or protect the Licensor's interest in any manner. Further, it is expressly understood by the Licensee that the constructive possession shall always rest with the Licensor.
10. At any time during the period of this agreement, the Licensor shall have the option to terminate this agreement by giving one calendar month advance notice in writing to the Licensee without assigning any reasons and the License shall stand accordingly terminated. The Licensor may also terminate this agreement in case of material breach of any terms and conditions of this agreement by the Licensee. However, before termination the Licensor shall serve a written notice of 15 days to the Licensee asking them to ratify the breach within 30 days of the receipt of the notice, failing which the agreement may be terminated by the Licensor.
11. The Licensee shall not assign, transfer, sublet or part with the possession of the said pond or any portion thereof to any other person without the prior written consent of the Licensor.
12. The Licensee shall not at any time put any claim of ownership, lease, sublease, tenancy or sub-tenancy or any other right or title in the said pond and this agreement shall not be construed to create any such right whatsoever in favour of the Licensee.
13. The Licensee shall observe all rules and regulations of municipality, state, central and local bodies/ government.
14. The Licensee shall not do any act or deed which may cause nuisance and annoyance to the Licensor and neighbours nor put any dangerous, illegal or prohibited substances in the pond. Licensee is further prohibited to carry out any illegal activities from the said ponds.
15. The Licensee shall handover vacant and peaceful possession of the said pond in same condition subject to normal wear and tear to the Licensor after expiry of this Agreement of expiry of its renewal period or earlier termination whichever is earlier as the case may be without any hindrance, demur or encumbrance.
16. The Licensee shall not carry out any structural alterations or additions or changes in the said pond without the prior consent in writing of the Licensor.



17. The Licensor shall pay all the existing and future rates, taxes levies by the Municipal Corporation or by any Government or semi-government bodies or by the Cooperative Society in respect of the land of said pond and the same shall not be recoverable from the Licensee.
18. In case of any failure on the part of the Licensee to return and give back vacant and peaceful possession of the said pond back to the Licensor, then the Licensor shall have the right to enter the premises and remove the Licensee and its goods, material, equipment, vehicles etc. at the cost and risk of the Licensee and the Licensor shall also have the right to claim damages from the Licensee, which shall not be less than twice the amount of License fees payable under this agreement. This agreement shall be governed exclusively by the laws of India.
19. The Tender notice (enclosed) will also be a part of this agreement and the same will prevail on the Licensee.
20. In case of any disputes of differences between the parties the CEO of the Licensor shall amicable try to resolve the same; if the matter fails to be resolved the same shall be referred to a Sole Arbitrator to be appointed by CEO of the Licensor. He may appoint any serving / retired Officer of HBL or HPCL. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and rules enacted therein. The place of arbitration shall be Patna and the arbitration shall be conducted in English Language. The agreement shall be governed by laws of India and the Parties hereby submit to the exclusive jurisdiction of the Courts situated at Patna for all purposes.
21. Notice: All notices required to be given shall be given in writing. All notices required to be served by either party hereto upon the other shall be deemed properly served if delivered by Registered Post or by courier or by hand delivery and acknowledgement by him or his office.

**In case of Licensor**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_.

**In case of Licensee**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_.

The Schedule referred to above.

**POND (at Bettiah)**

All that piece or parcel of land admeasuring 1.12 Acres or there about under Survey / Gat /Khasra / Plot No..... situated at Bettiah, Dist. West Champaran and this is used for fish farming.

<b><u>Pond at Bettiah:</u></b>	Khata No. – Khasra No. – Area (in Acres)		
North side: Other Land	139	1136	0.74
South side: Bettiah Godown	139	1137	0.19
East Side: Road	383	1141	0.19
West Side: Road			
	<b>Total</b>		<b>1.12 Acres</b>

Attachment to this Agreement: - A map showing the pond situated at Bettiah given on License basis and delineated in yellow colour boundary.

IN WITNESS where of, the parties hereto have set and subscribed their hands the day and year first herein above written.

Signed by the within named Licensor

In the presence of

Chief Executive Officer

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Signed on behalf of the within named Licensee

In the presence of

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