



# एचपीसीएल बायोफ्यूल्स 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 नं. 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 HBL PREMISES**

**TENDER REF. NO. HBL/LIC/PUB/21-22/238, DT. 16.02.2022**

#### **Unpriced Bid (Technical Bid)**

#### **LICENSING OF HPCL BIOFUELS LTD PREMISES AT BANUCHAPAR, BETTIAH, UNDER THE DISTRICT OF WEST CHAMPARAN, BIHAR.**

Important Note-Bidder to sign and submit this tender document with Technical Bid / Unpriced Bid, which is to be sealed separately in an envelope marked **“UNPRICED (TECHNICAL) BID - LICENSING OF HPCL BIOFUELS LTD.PREMISES AT BANUCHAPAR, BETTIAH, WEST CHAMPARAN, BIHAR - 845456.**

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, Patna - 800013**, hereinafter referred to as 'the Licensors' invites competitive bids for leasing its Premises (Godown/Pond/land), situated at Banuchappar, Near Railway station, Bettiah – 845456 in two bid system (a) TECHNICAL BID, (b) PRICE BID from interested parties.

**Details of Land, Pond & Godown No. 1/A, 1/B & 2, Total area admeasuring 3.91 Acres (170,288.32 Sq. Feet) as detailed below and drawing attached.**

**1. Vacant Land (V1 & V2): 91,906.08 Sq. feet -Khesra No.1123/1124/1125/1126/1127.**

**2. Godown No. 1/A**

Khata- 376/382, khesra - 1122/1140, Rakba - 9,300 Sft

North side: bounded by HBL Pond

South side: bounded by HBL Land (Parking Area)

East Side : bounded by Godown NO. 1/B

West Side: bounded by Old office Building

**Total Area of Godown 1/A - 9,300 Sq. feet**

**3. Godown No. 1/B**

Khata- 374/382, khesra - 1139/1140, Rakba - 9,300 Sft

North side: bounded by pond

South side: bounded by HBL Land (Parking Area)

East Side : bounded by Boundary and other land

West Side: bounded by Godown No. 1/A

**Total Area of Godown 1/B - 9300 Sq. feet**

**4. Godown No. 2**

Khata- 374, khesra - 1139, Rakba - 8,316 Sft

North side: bounded by HBL Godown

South side: bounded by Railway Line

East Side : bounded by Boundary, HBL Land and other land

West Side: bounded by Parking Area

**Total Area of Godown 2 - 8,316 Sq. feet**

<b>5. Pond (P):</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 Area of Pond: 1.12 Acres</b>			

6. Old office cum guesthouse (Single storied 4 room, double storied G+1 room) =2088 sft & Guardroom (5 rooms=600 sft)

**Period of License:** License period will be of **36 Months further extendible to 24 months at the discretion of the Licensor** purely on temporary basis.

**Terms & Conditions: -**

- This is only a price enquiry and not an order.
- Rates so quoted shall be filled in ink or printed and shall be strictly as per this format.
- Vendor/Bidders may quote for all items of the tender or may quote for any one part. Selection of Successful Bidder shall be done basis receipt of overall highest quote (H1) either for entire premises or separately for Godown (1A,1B & 2) or Pond as the case may work out.
- **Bidder who are quoting for entire premises need not quote for individual Godown and pond facility.**
- Tenderers are required to sign and put their seal on all pages towards acceptance of the terms and conditions of this tenders and agreement.
- Agreement format is enclosed in **Annexure - I**.
- Total area of said Premises is 170,288.32 sq. feet as per the above breakup, hereinafter referred to as the "the said Premises" Please refer map attached.
- Old office cum guesthouse (Single storied 4 room, double storied G+1 room) =2088 sft & Guardroom (5 rooms=600 sft).
- Total area of Pond = 1.12 Acres approximately. Please refer map attached. The Licensee may carry out the works for development of this pond 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.
- After execution of license agreement in attached format, the Licensor hereby grants to use the said Premises situated at Bettiah, Dist. West Champaran, Bihar on an "as is where is, and whatever there is" condition basis. The Licensee may carry out repairs/ replacement of the shutter door and roof sheets strictly under the supervision of the officers of the Licensor at the Licensee's cost/ expenses and without any claim against the Licensor.
- Licensee shall not carry any type of activities, which are against the environmental norms.
- Fully comply the norms of CGWA (Central Ground water Authority).
- **Payment terms:** Monthly license fees shall be paid in advance through RTGS/Demand draft. Payment for first month shall be made at the time of signing of agreement and subsequent months within 7 days from the date of commencement of subsequent months.
- The Licensee will bear an escalation of 10% in fees to the Licensor after every 12 months on fees quoted against this tender.
- Licensor will allow licensee to use open space for Vehicle parking, loading and unloading of goods stored in Godown. The open space shall not be used by the Licensee for any other purposes except as mentioned in the tender agreement.

- Licensors will have rights to carry out alteration, modification, rectification, construction or leasing other adjacent areas and buildings/sheds in the premises.
- In case water & electricity facilities are existing in the Premises, the Licensee upon prior approval of the Licensor may avail Electricity and water facility on payable basis, which shall be used strictly for operating the Premises/Godown facilities. The tariff of electricity and water shall be fixed by the Licensor. The Licensee shall follow all safety and statutory requirements. In case water & electricity is not available in the Premises/Godown then the Licensee shall have to make their own arrangement of Electricity and Water following all the safety and statutory norms.
- **Security deposit:** The Licensee shall pay to the Licensor and keep deposit as an interest free Security Deposit in form of DD/BG of any schedule bank for the Licensed Premises on the date of signing of this Agreement (receipt whereof will be duly acknowledged 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 Premises. 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. Detail of security deposit amount is as follows:
  - a. For Entire HBL Premises i.e. vacant land/Godown/Pond consolidated will be Rs.10,00,000/-**
  - b. For Godown + adjoining vacant Land it will be Rs. 12,00,000/-**
  - c. For Pond it will be Rs. 50,000/-**
- The Licensee shall be responsible for carrying out repairs and maintenance in the said Premises/Godown after obtaining prior written approval from Licensor, whether external or internal including upkeep of the electrical fittings, Sanitary fittings, windows, doors, plaster and shall keep the said Premises/Godown in proper condition at its own cost.
- Licensee will make adequate security arrangements for the licensed premises and for the goods belonging to the Licensee stored in the premises/Godown and payment for such Security personnel. Licensee shall comply with the provisions of all the applicable labor 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 Labor (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.
- The Licensee shall be solely responsible for the safekeeping and risks of the products, equipment, material, vehicle, personnel belonging to or working under the Licensee and to this end, 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, material equipment or vehicles etc. of the Licensee under any circumstances whatsoever nor shall the Licensor be responsible for any injury or death to any personnel 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 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 Premises/Godown back to the Licensor.
- The Licensor shall also have the right to deploy its own security and may at any time enter and check the said premises 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.

- At any time during the currency 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 stand 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.
- The Licensee shall not assign, transfer, sublet or part with the possession of the said Premises/Godown or any portion thereof to any other person without the prior written consent of the Licensor.
- 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 Premises/Godown and this agreement shall not be construed to create any such right whatsoever in favour of the Licensee.
- The Licensee shall observe all rules and regulations of municipality, state, central and local bodies/ government.
- The Licensee shall not do any act or deed which may cause nuisance and annoyance to the Licensor and neighbors nor store any dangerous, illegal or prohibited substances / Explosives in the Premises/ Godown. Licensee is further prohibited to carry out any illegal activities from the said Premises/Godown.
- The Licensee shall handover vacant and peaceful possession of the said Premises/Godown 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.
- The Licensee shall not carry out any structural alterations, additions, or changes in the said Premises/Godown without the prior consent in writing of the Licensor.
- The Licensee shall keep the structure, partitions, roofs, interiors, fittings and fixtures in said Premises/Godown in good and tenantable repair condition.
- The Licensor shall pay all the existing and future rates, taxes levied by the Municipal Corporation, by any Government or semi-government bodies, or by the Cooperative Society in respect of the said Premises/Godown and the same shall not be recoverable from the Licensee.
- In case of any failure on the part of the Licensee to return and give back vacant and peaceful possession of the said Premises/Godown 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.
- The Tender notice (enclosed) will also be a part of this agreement and the same will prevail on the Licensee.
- In case of any disputes of 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.
- **Successful tenderer will have to sign the agreement as "Licensee" with Owner as "Licensor" and deposit one-month 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.**
- 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.
- HBL, reserves the right to suspend, the contract covered by the order in event of strike, accidents or other contingencies beyond HBL's control.
- 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.

- 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.
- 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.

**HOW TO SUBMIT THE OFFER:** The tender offer shall comprise of two bids i.e. techno-commercial bid and price bid. Interested parties having clear title should submit their "**SEALED OFFER IN TWO BID BASIS i.e. UNPRICED BID AND PRICED BID**" as per formats given in the tender in separate sealed envelopes marked as

**1) "Technical Bid (Unpriced Bid) for LICENSING OF HPCL BIOFUELS LTD. PREMISES AT BANUCHAPAR, BETTIAH WEST CHAMPARAN, BIHAR," and**

**2)"Price Bid for LICENSING OF GODOWNS AT HPCL BIOFUELS LTD. PREMISES AT BANUCHAPAR , BETTIAH, WEST CHAMPARAN, BIHAR" in prescribed bid document obtainable at our web site [www.hpclbiofuels.co.in](http://www.hpclbiofuels.co.in).**

**3) Both the sealed envelopes shall be put inside one MAIN ENVELOPE and super – scribing/ marking the envelop front by mentioning "LICENSING OF HPCL BIOFUELS LTD PREMISES AT BHANUCHAPAR , BETTIAH, WEST CHAMPARAN, BIHAR" on it and also mention your name and complete mailing address and name of the bidder on the main envelop.**

**4) Kindly paste the attached cut out slip with our office address on the face of the main envelope.**

**VERY IMPORTANT: Please note that there shall not be any reference of the offered price/rental in the "Unpriced Bid" and any unpriced bid having these details will be summarily REJECTED.**

**Offers received in open/ unsealed condition are also liable to be rejected.**

**Pre Bid Meeting: 22/02/2022 by 11.00 AM at HBL Registered Office Patna.**

**Due date for Bid submission on or before: 08/03/2022 by 14:30 PM**

**Due Date of Opening of Technical Bids: 08/03/2022 by 15:00 PM**

Bid from brokers/property dealers shall be rejected rightly. Bids received through Telex/Fax/Email bids shall not be accepted. Bids received after the due date and time shall be rejected and the representative of such bidders shall not be allowed to attend the tender proceedings. HBL shall not be responsible for any postal delays.

The successful bidder shall have to enter into a Leave & License Agreement with us. The offer should be valid for a period of 180 days from the date of bid opening.

The priced bids of technically successful bidders shall be opened. Interested bidders may remain present during technical/ priced bid opening on the due date and time.

HBL reserves the right to cancel the entire process of bidding at its own will at any point of time without assigning any reasons for the same. HBL reserves the right to reject the offers not meeting the tender requirements.

**Address for Submission of Bid Documents: Bids to be submitted at our HPCL Biofuels Ltd, 1st Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Patna - 800013 at the tender box kept at office reception area.**

**"Contact Person for submission of Bids: Manager-Procurement, HPCL Biofuels Ltd, Patna Phone No.0612-2260185 / 0612-2270483 and email id- atulkumar1@hpclbiofuels.co.in"**

Bids received after the due date and time will be summarily rejected and returned unopened back to the bidders. Please ensure to mention your mailing address on the main envelope. HBL will not be responsible for any postal delays.

**Interested parties may submit their offer as per the details below:**

**A) Technical/Unpriced bid**

The details of the bidder is as under:

Sr. No.	Description	Details (as applicable)
1	Name of Company	
2	Address	
3	<b>Contact Details:</b>	
	(a) Name of the contact person.	
	(b) Telephone no. with STD code	
	(c) Mobile No.	
	(d) Fax No.	
	(e) e-mail	
4	PAN No. (enclose copy)	
5	GST NO ( Copy enclosed )	
6	<b>Type of the bidder:</b>	
	A) A private business entity, limited company or limited liability partnership or partnership etc.	
	B) Indian Government Company or a Public Sector Undertaking or a Public sector Bank	
	C) Indian/ State Government Department or Ministry or Body.	
7	<b>Company Registration details:</b>	
	(enclose certificates):	
8	Activities of the bidder.	
9	Net Profit for last 3 years:	
(a)	a) 2018-2019	
	b) 2019-2020	
	c) 2020-2021	
	[Provide a certificate from the Statutory Auditor of the company / or Chartered Accountant (where statutory audit is not applicable)]	
(b)	Average net profit for last 3 years. [Provide a certificate from the Statutory Auditor of the company / or Chartered Accountant (where statutory audit is not applicable)]	
(c)	Whether the Company is a compliant company under the Companies Act and other Applicable Acts. (Declaration to be given by Company Secretary)	
(d)	Has the Company defaulted in payment of its Statutory dues at any point of time? (Declaration to be given by Company Secretary)	

(e)	Names of Directors/ Partners (as the case may be)	
(f)	Has the Company been debarred by any Government / Government agency or Department	
	of Corporate Affairs or Income Tax Department	
	Or RBI?	
10	Validity of bid: Confirm validity of at least 180 Days after date of opening of the technical bids.	
11	Power of Attorney as the case may be (to be submitted)	
12	Duly Signed and stamped copy of Integrity Pact.	
	(to be submitted as offline document)	
13	Any Other information or remarks which the bidder thinks are appropriate to disclose as per	
	The transparency norms may be mentioned here.	

**2. There should not be any reference of the expected price/rental in the Unpriced (Technical) bid and any bid having these details shall be summarily rejected.**

**B) Price bid:** The Price bid should have the offered rate in Rupees per month. The rate quoted should be mentioned both in figures and words in Rupees legibly without any over writing.

The Price bid and unpriced bid (Technical bid) should be kept in separate sealed envelopes super scribing the bid type (Price Bid or Technical Bid) duly sealed. Both these envelopes should be kept in another sealed envelope which should be super scribed " *LICENSING OF HPCL BIOFUELS LTD. PREMISES AT BANUCHAPAR, BETTIAH WEST CHAMPARAN, BIHAR*" and the same should be submitted before the due date and time at the following address: - **HPCL BIOFUELS LTD, 1ST FLOOR, SHREE SADAN, PLOT NO. 09, PATLIPUTRA COLONY, PATNA - 800013.**

**Last Date & Time of Submission of Bids: 08/03/2022 at 1430 Hrs. (IST)**

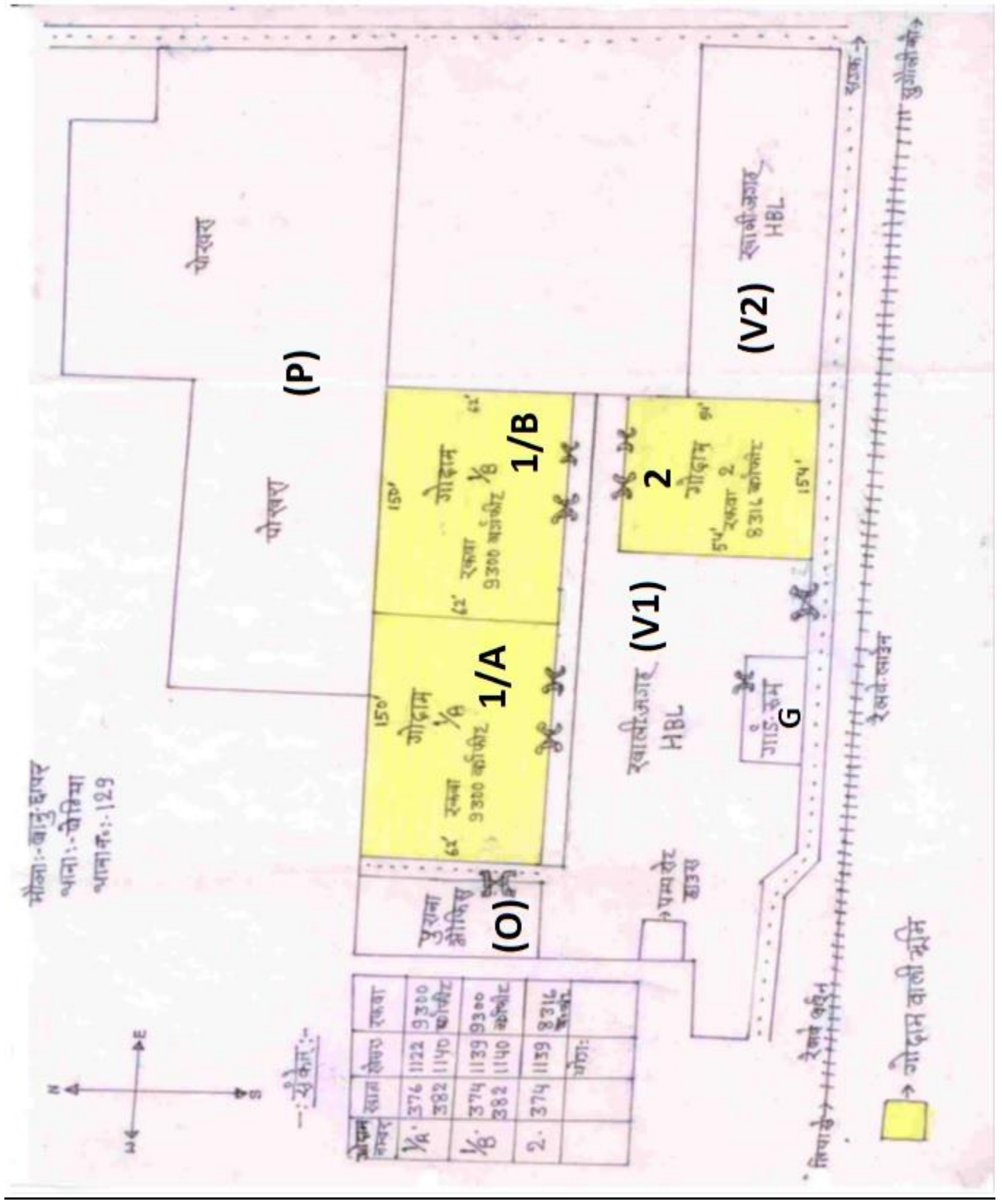
**Time & Date of opening of Unpriced Bids: 08/03/2022 at 1500 Hrs. (IST)**

The Technical/Unpriced bids shall be opened at the date & time mentioned above. All the bidders are requested to be present at the time of opening the bid at the above-mentioned address.

S/d

Chief Executive Officer  
HPCL Biofuels Limited

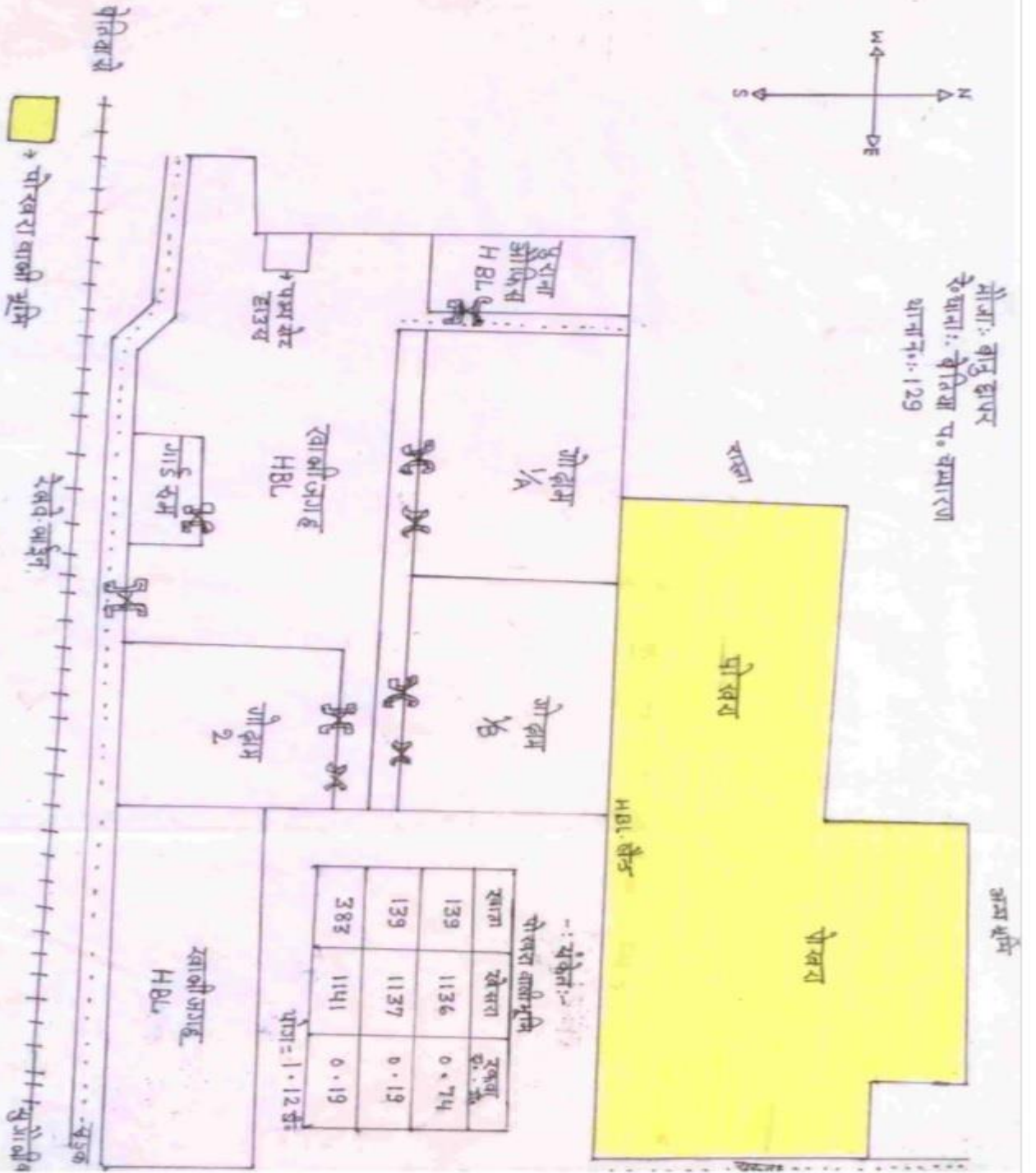
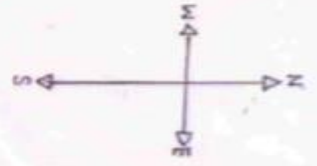
**DRAWING (Entire Premises)**



**DRAWING (POND)**



मीमां: बाबु बापट  
 संस्थान: वैदिक प. समारण  
 धान नं.: 129



## DRAFT LEAVE & LICENSE AGREEMENT

THIS AGREEMENT is made at Patna on this .... day of ....., 2022 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, 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 Premises, situated at Bettiah admeasuring a total carpet area of 170288.32 Sq. feet (Godown no. 1/A= 9,300 Sq feet, Godown no. 1/B= 9,300 Sq. feet and Godown No. 2= 8,316 Sq. feet, Empty Land:-91,906.08 Sq. feet and Pond -48778.24 Sq. feet, Old Office cum guest house (single storied 4 room, double storied G+1 room=2088 sqft and Guard room (5 Rooms)=600 sqft. Hereinafter referred to as "the said premises") described more fully in details in the schedule attached at the end of this Agreement and map attached.

AND WHEREAS it has been made aptly clear by the Licensor that the Old office cum guest house & Guard rooms will be retained and may be used by Licensor or he may lease to some other licensee and the same is not within the purview of licensed premises.

AND WHEREAS the Licensee has approached the Licensor to give the said Premises on license basis due to an urgent need to store food grains, fertilizer, fish farming etc., for a period of 36 Months further extendible by 12 months at the discretion of the Licensor.

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

NOW THE AGREEMENT WITNESSEE 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 license to use the said Premises situated at Bettiah, Dist. West Champaran, Bihar on an "as is where is, and whatever there is" condition basis. The Licensee may carry out repairs/ replacement of the shutter door and roof 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 Premises shall be Lump sum. Total yearly License fee shall therefore be a sum of R.XXXXXXXXXX (In words Rs. XXXXXXXXXXXXXXXX) per sq. feet per month for the said premises. For first month, payment shall be made at the time of signing this agreement and subsequent months within 7 days from the date of commencement of subsequent months.
4. The Licensee will bear an escalation of 10% in license fees to the Licensor after every 12 months.

Year	License Fee for HPCL Biofuels Ltd Premises	Lump sum License Fee	Escalation 10%	Total License fee payable

5. Licensor will allow licensee to use open space for Vehicle parking, loading and unloading of goods stored in Premises. The open space shall not be used by the Licensee for any other purposes except as mentioned in the agreement.

6. Licensor will have rights to carryout alteration, modification, rectification, construction or leasing the adjacent areas and buildings in the premises.
7. In case water & electricity facilities are existing in the Premises/s, the Licensee upon prior approval of the Licensor may avail Electricity and water facility on payable basis, which shall be used strictly for operating the Premises facilities. The Licensor shall fix the tariff of electricity and water. The Licensee shall follow all safety and statutory requirements. In case water & electricity is not available in the Premises then the Licensee shall have to make their own arrangement of Electricity and Water following all the safety and statutory norms.
8. The Licensee shall pay to the Licensor and keep interest free deposit a sum of s. 10,00,000/- (Rs. Ten Lacs only), 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 Premises. 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.
9. The Licensee shall be responsible for carrying out repairs in the said Premises after obtaining prior written approval from Licensor, whether external or internal including upkeep of the electrical fittings, Sanitary fittings, windows, doors, plaster and shall keep the said Premises in proper condition at its own cost.
10. Licensee will make adequate security arrangements for the licensed premises and for the goods belonging the Licensee stored in the Premises and payment for such Security personnel.
11. 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.
12. The Licensee shall be exclusively responsible for the safekeeping and risks of the products, equipment, material, vehicle, personnel belonging to or working under the Licensee and to this end, 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, material equipment or vehicles etc. of the Licensee under any circumstances whatsoever nor shall the Licensor be responsible for any injury or death to any personnel 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 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 Premises back to the Licensor.
13. The Licensor shall also have the right to deploy its own security and may at any time enter and check the said Premises 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.
14. At any time during the currency of this agreement, the Licensor shall have the option to terminate this agreement by giving on calendar month's previous 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.

15. The Licensee shall not assign, transfer, sublet or part with the possession of the said Premises or any portion thereof to any other person without the prior written consent of the Licensor.
16. 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 Premises and this agreement shall not be construed to create any such right whatsoever in favour of the Licensee.
17. The Licensee shall observe all rules and regulations of municipality, state, central and local bodies/ government.
18. The Licensee shall not do any act or deed which may cause nuisance and annoyance to the Licensor and neighbors nor store any dangerous, illegal or prohibited substances in the Premises. Licensee is further prohibited to carry out any illegal activities from the said Premises.
19. The Licensee shall handover vacant and peaceful possession of the said Premises 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.
20. The Licensee shall not carry out any structural alterations or additions or changes in the said Premises without the prior consent in writing of the Licensor.
21. The Licensee shall keep the structure, partitions, roofs, interiors, fittings and fixtures in said Premises in good and tenantable repair condition.
22. The Licensor shall pay all the existing and future rates, taxes levied by the Municipal Corporation or by any Government or semi-government bodies or by the Cooperative Society in respect of the said Premises and the same shall not be recoverable from the Licensee.
23. In case of any failure on the part of the Licensee to return and give back vacant and peaceful possession of the said Premises 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.
24. In case of any disputes of differences between the parties, the CEO 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 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.
25. 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

**1. Empty Land (V1 & V2) : 91,906.08 Sq. feet -Khesra No.1123/1124/1125/1126/1127.**

**2. Godown No. 1/A**

Khata- 376/382, khesra - 1122/1140, Rakba - 9,300 Sft  
North side: bounded by HBL Pond  
South side: bounded by HBL Land (Parking Area)  
East Side : bounded by Godown NO. 1/B  
West Side: bounded by Old office Building

**Total Area of Godown 1/A - 9,300 Sq. feet**

**3. Godown No. 1/B**

Khata- 374/382, khesra - 1139/1140, Rakba - 9,300 Sft  
North side: bounded by pond  
South side: bounded by HBL Land (Parking Area)  
East Side : bounded by Boundary and other land  
West Side: bounded by Godown No. 1/A

**Total Area of Godown 1/B - 9300 Sq. feet**

**4. Godown No. 2**

Khata- 374, khesra - 1139, Rakba - 8,316 Sft  
North side: bounded by HBL Godown  
South side: bounded by Railway Line  
East Side : bounded by Boundary, HBL Land and other land  
West Side: bounded by Parking Area

**Total Area of Godown 2 - 8,316 Sq. feet**

**5. Pond (P):**

	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			

**Total 1.12 Acres**

**6. Old office cum guesthouse (Single storied 4 room, double storied G+1 room) =2088 sft & Guardroom (5 rooms=600 sft)**

Attachment to this Agreement: - A map showing the Empty Land, Godown /1/A, 1/B & 2, Old office bldg. and guard rooms, Pond to be given on License basis.

IN WITNESS whereof, 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

Signed on behalf of the within named Licensee  
In the presence of