



HMT LIMITED,
Auxiliary Business Division,
Pinjore - 134 101, Dist. Panchkula (Haryana)

Ref No. : HMT/ABDP/NIT/FUEL OUTLET/2022-23/6

DATED: 30.03.2023

**NOTICE INVITING TENDER
(TWO BID SYSTEM)**

FOR

LICENSING OF VACANT SPACE, ADJACENT TO NATIONAL HIGHWAY NO 5 AT HMT COMPLEX, PINJORE, DISTT. PANCHKULA FOR OPERATING FUEL RETAIL OUTLET, OWNED BY OIL/GAS COMPANIES OF GOVERNMENT PUBLIC SECTORS.

CONTECTS

Sl No	Section	Particulars
1	0	Tender Notice
2	Section-1	Terms & Conditions
3	Section-2	Format for technical Bid
4	Section-3	Format for Commercial Bid
5	Section-4	Appendix
6	Section-5	Draft License Agreement



HMT LIMITED

**AUXILIARY BUSINESS DIVISION
(A Central Govt.Public Sector Undertaking)
PINJORE – 134 101, PANCHKULA (Haryana)**

Ref. No. : HMT/ABDP/NIT/FUEL OUTLET/2022-23/6

Date: 30.03.2023

NOTICE INVITING TENDER

Sub: TENDER INVITATION FOR LICENSING OF VACANT SPACE IN HMT COMPLEX, PINJORE, SITUATED AT CHANDIGARH-SHIMLA NATIONAL HIGHWAY NO 5 FOR OPERATING FUEL RETAIL OUTLET.

HMT Limited, Auxiliary Business Division (ABD) Invites Sealed Tenders from Government Public Sector Oil and Gas Companies in limited category with “two bid systems” for licensing of its vacant space situated on Chandigarh-Shimla National Highway No 5 for operating Fuel Outlet and reliable Security Service Providers in “Two Bid System”. Details of the vacant space are given below;

Location	Details of vacant space		Permissible uses	Period of licensing
HMT Ltd, Pinjore, Distt Panchkula on Chandigarh-Shimla National Highway No NH05	Area	100 Mt x 100 Mt	To establish and run Fuel Outlet	Initially for four years and eleven months, to be extended for three more terms of same period subject to maximum period of twenty years.
	Khasra Nos	235, 236 & 248 falls in Village Rampur Seuri subject to final demarcation by revenue department)		

Interested eligible Parties are requested for participating in our subject tendering process. Hard copy of tender documents shall be dispatched on registered address of the reputed PSU oil/gas companies for their reference. Tender documents can also be downloaded from our company website www.hmtindia.com/tenders or <https://eprocure.gov.in>. The tender must be submitted in the following manner.

Technical bid and Price bid shall be submitted in separate covers; both placed in one common single sealed cover along with any covering letter, Demand Drafts for EMD or Transaction Reference number in case of bank transfers), in favour of HMT Limited duly super scribed with Tender Title as “Technical Bid for licensing of vacant space” and Price Bid for “licensing of vacant space”. Both the covers to be super scribed with the following:

Tender Title:	Licensing of vacant space for Fuel Outlet.
NIT Reference No. and Date:	HMT/ABDP/NIT/FUEL OUTLET/2022-23/6 dt 30.03.2023
Time & Date of Tender Opening:	24.04.2023 at 14:00 Hrs
Address of the Tenderer:	

The covers shall be properly sealed along all joints. Tenders received in envelopes which are not sealed properly or only stapled, incomplete and conditional offers, offers submitted through Fax, Email & Social media, offers received after due date, will not be accepted.



Tender shall be dropped in Tender Box, placed at Reception area of HMT, ABD, Pinjore. Tender may also be submitted through Speed Post/Registered Post or delivered by hand, so as to reach the below address well before the stipulated time and date, for the purpose of consideration.

Deputy Engineer (C & E)
HMT Limited,
Auxiliary Business Division,
Pinjore, Distt. Panchkula-134101 (Haryana).

The queries if any can be sent through email to: pnjr-tsp@hmrlimited.com or can be contacted at 01733-298049 / 8686674464.

Details of the Tender

Sl. No	Description	
1	Subject	Licensing of vacant space in HMT Complex, Pinjore situated on Chandigarh-Shimla National Highway No 5 for operating Fuel Outlet
2	Reference No	HMT/ABDP/NIT/FUEL OUTLET/2022-23/6 dated 30.03.2023
3	Last date for submitting the bid.	24.04.2023 up to 12:00Hrs
4	Date of tech. bid opening	24.04.2023 @ 14:00Hrs
5	Date of commercial bid opening	Shall be communicated to technically qualified bidders separately.
6	Pre Bid EMD	Rs 25,000/- (Rupees Twenty Five Thousand only)
7	Email IDs for queries	pnjr-tsp@hmtlimited.com
8	Corporate Head Office, Bangalore	mrvraja@hmtlimited.com
9	Place of opening	ABD Office, HMT Limited, Pinjore Distt. Panchkula, Haryana
10	Security Deposit	Equal to six months of the license fee.

Technical Bids will be opened on the scheduled date and time in the presence of the Tenderers or their authorized representatives. The Price bids of only Technically Qualified Tenderers will be opened. The date of opening of Price Bids shall be intimated to the Technically Qualified Tenderers' separately.

Note:

1. Only vacant space shall be provided on rental basis. The successful Bidder shall manage the retail outlet including amenities at their cost.
2. Vacant space, offered for license on "As is where is basis" for operating "Fuel Outlet" initially for a period of four years eleven months to be renewed for three more terms of same period subject to maximum period of twenty years subject to satisfactory compliance of terms & conditions of the License Agreement.
3. An amount of Rs 25,000/- through DD in favour of HMT Ltd towards Pre Bid EMD should be attached along technical bid. Pre bid EMD can also be deposited directly in the bank account of HMT Ltd thru e-payment bank and proof of the transaction should be attached along with technical bid. Bank details of HMT Limited for e-payment
Name of Bank; PUNJAB NATIONAL BANK,
Name of Branch: HMT COMPLEX, PINJORE
IFSC Code; PUNB0293900,
Account No. 2939002100000736,
Account Type: CURRENT



4. The bids shall be unconditional, firm and valid for at least 120 calendar days from the last date of submission of the bid.
5. Vacant space is initially offered for size 100MT x 100MT which can be amended up to a certain extent as per need of bidder and totally on the discretion of HMT Ltd subject to the approval of competent authority before awarding the licensing.
6. Bidders whose Technical bids are not found suitable will not be eligible for opening of the commercial/price bid.
7. Technical bid without EMD amount will be rejected.
8. The EMD of the Successful Bidder will be adjusted against the Security deposit at the time of executing the Agreement. The EMD in respect of the un-successful bidders will be refunded without interest after finalization of the tender. In case successful tenderer withdraws his offer after opening of Commercial Bid, his EMD amount will be forfeited.

Place:

Date

For HMT Limited, Pinjore

(Zahoor Ul Haq)
Deputy Engineer (C&E)

Annexure of Tender Notice

1. Section-1: Terms & Conditions
2. Section-2: Format for Technical Bid
3. Section-3: Format for Commercial Bid
4. Section-4: Appendix
5. Section-5: Draft License Agreement

SECTION-1

TERMS & CONDITIONS

1.1 Eligibility criteria

Bidders must be a company, working in the field of Oil/Gas, governed by Public Sector enterprises (PSEs) & Centre / State Government owned entities.

1.2 Bidding System

The bidding system will be in two parts.

A) **Technical Bid:** Following documents must be provided along with sealed Technical Bid.

- i. Duly filled and signed “Format for TECHNICAL BID” as per section 2
- ii. Proof of EMD
- iii. Memorandum & Articles of Association.
- iv. Power of attorney for signing the bid as per Appendix-1 of section-4
- v. Audited Balance Sheet & profit loss statement (last three years)
- vi. Copy of GST certificate and PAN

B) **Commercial Bid**

- i. Duly filled and signed “Format for Commercial Bid as per section 3
- ii. Please bid your rate in “**per meter square**” per month and same should be written in words too without any cutting or over writing.
- iii. In case two or more bids are of the same rates in such cases, licensees will be asked to submit the sealed revised offer. The highest tender shall be decided on the basis of revised offer.

1.3. License Term, Notice Clause, Security Deposit & Escalation Clause :-

1. The License Agreement will have an initial lease term of 4 years 11 months. Licensor and Licensee on mutual agreement may decide and extend the License term for further period on mutually agreed terms & conditions provided that at a time, renewal would be done for a period of 4 years and 11 months only & shall be for a maximum period of 20 years based on satisfactory compliance of the terms of license agreement.
2. The Licensor or the Licensee will have the right to terminate the License Agreement by giving three months advance notice from either side or payment of 3 months license fee prevailing at the time of termination in lieu of notice.
3. The successful bidder shall execute/ register the License Agreement with all the terms & conditions mentioned in the draft Agreement approved by the Licensor. The Stamp duty & registration charges, if any for the License Agreement shall be borne by the Licensee, as provided under Haryana Stamp Act in force.
4. **Security Deposit:** The successful bidder is required to deposit an amount equal to final license fee of **six months** as Security Deposit (interest free) with the Company and execute/register the license agreement within 30 days from the date of allotment. The licensee/allottee will be permitted to occupy the premises only after execution/ registration of license agreement.
5. **ESCLATION CLAUSE:** License Fee payable by the Licensee shall be subject to an annual increase of 5% (five percent) compounded annually⁵ from the due date of first payment of License Fee.
[For avoidance of doubt, if the License Fee for the first year is Rs. 100 then the License fee for second year shall be Rs. 105 (100+5% of 100) and for third year shall be Rs. 110.25 (105+5% of 105)]
6. In case the successful bidder does not accept the offer, and does not pay security deposit/execute license agreement with the Company within a period of 30 days from the date of allotment, the allotment will stand cancelled and the EMD of such bidder will be forfeited. However, management may at its discretion permit the tenderer to execute/register agreement within a grace period of 15 days beyond the permitted 30 days period provided Security Deposit has been paid. In that case payment of license fee shall be chargeable from the date of expiry of 30 days from the date of allotment. Failing to execute /register the agreement within grace period also, allotment will stand cancelled & EMD forfeited.

The Security Deposit does not carry any interest and will be refunded to the licensee on vacating the premises as per License Agreement after adjusting the dues, if any.

7. TDS on Rent can be deducted as per applicable statute. The TDS certificate shall be issued to the company every quarter, without fail and the bidder/Lessee shall ensure that the same is reflected in the company's Form 26AS. However, the company may submit TDS exemption certificate u/s 197 and in such case, the bidder has to provide TDS exemption accordingly.

1.4 Rights & Responsibilities of Licensee

1. The Licensee shall not use the premises offered for any other purpose except for the purpose prescribed in tender.
2. a) The Licensee will have to pay the monthly license fee on or before 10th of every month regularly.
b) The Licensee shall be required to pay charges for consumption of electricity at actual as per prevailing rates of UHBVN. However, licensee can also make its own arrangements for electricity.
c) The Licensee shall be required to pay charges for water supply as per actual. Licensee can also make their own arrangements for water requirements.
3. GST and other statutory requirements shall be applicable on the License Fee as per relevant rules during the license period.
4. The Licensee shall not assign his interest in the premises nor sub-let or permit occupancy of the same either in full or in part to any person whosoever.
5. The Licensee shall indemnify the Licensor against all actions, claims, demands and expenses on account of any breach by the Licensee, of any of the terms of the License and shall allow the Licensor or his representatives to inspect the said premises offered on License at all reasonable times upon prior notice for satisfying themselves that all the terms & conditions hereof are being observed by the Licensee.
6. All Statutory requirements with respect to "Fire Protection" as per prevailing laws in Haryana including Insurance cover shall be the responsibility of the Licensee. Licensor in no way shall be responsible toward any fire related accidents (if any) and any accidents/untoward incidents in the premises including payment of damages/Compensation etc.
7. Should the Licensee be commit breach of any of the terms and conditions of this License, Licensor shall be entitled to cancel the License and stop the Licensee from using the licensed premises in which event the Security Deposit paid by the Licensee will stand forfeited.
8. In the event of there being any change in the constitution / legal status of the Licensee, the Licensee shall immediately notify about such change along with all relevant documents, approvals etc. for approval of the Licensor. In case such change of Constitution is not accepted by the Licensor, the License shall stand terminated, in which event the Licensee shall, within 30 days, vacate the premises without giving room for initiating any legal action for vacating or other proceedings available under law shall be initiated.
9. It will be responsibility of the licensee to obtain necessary license, permission from the concerned authority or body, at his cost and responsibility for using the premises for operating the said business

1.5. Rights and Responsibilities of Licensor

- a) The Licensor shall enable the Licensee to use the premises offered on License basis without any interruption or disturbance from the Licensor subject to the terms and conditions of license agreed to by the Licensee.
- b) The Licensor will not, in any way, be responsible for any transactions carried on between the Licensee and their Customers / Suppliers or any other constituents related to the employees / persons employed by them including issues related to wages etc.
- c) Insolvency of the bidder/Lessee: in the event of bidder and if bidder is a firm, any partner of the bidding firm, is adjudged insolvent or bankrupt or makes an assignment for the benefits of his creditors, the Company will have a right to give 03 days' notice to the bidder of its decision to terminate the contract and the contract shall stand terminated with the same force and effect as if such date was the date for expiration of the original contract.

1.6. General Conditions

1. It is clearly understood that the transaction does not contemplate transfer of interest of any kind in the said premises to the Licensee under the License, but only a permission to use the premises for the purpose stated in the license agreement.
2. HMT reserves the right to accept or reject any or all quotations without assigning any reason whatsoever.
3. The Licensee shall have no right whatsoever for continuation of the license beyond the period fixed under this License Agreement under any circumstances. If the licensee fails to vacate the licensed premises upon expiry of the license period for any reason whatsoever, the licensee shall be liable to pay to the licensor the penal license fee which shall be twice the amount of license fees paid by the licensee, for the immediately preceding month of default.
This remedy/penal provision, shall however, be without prejudice to the rights of licensor to evict the licensee in accordance with the provisions of the Public Premises (Eviction of Un-authorized occupants) Act.1971 or through any other legally permissible means/norms, after the expiry of license period.
4. Throughout the License period, the Licensee shall have the sole and exclusive use of the licensed premises save and except in the event of breach of the agreed terms and conditions of the License
5. On expiry of the license, licensee shall lift all the moveable items/remove all the constructions (temporary or permanent nature) and handover the premises as it was at the time of occupancy.
6. There shall be 5% increase each year over license fee of preceding year or as per the prevailing policy of the company from time to time.
7. Electric Power & Water Supply: Lessee/Bidder shall make his own arrangements for water and electricity supply. However on the request of the licensee, Company shall provide both the amenities on chargeable basis.
8. In the event of any liability arising under any law in force from time to time or any claim arising for any reasons involving licensee's staff due to accident or any other account, such liability shall be borne by the licensee and HMT/ Licensor shall in no way be responsible or liable for the same.
9. The Bidders are advised to visit / inspect the premises between 10:00Hrs to 15:00 Hrs on all working days, with prior information before the last date of submission of sealed tender.
10. All corrigendum(S) if any to this tender shall only be posted on web site or <https://eprocure.gov.in> and www.hmtindia.com/tenders and will not be notified through press advertisement.
11. All pages of Tender Document should be signed by the tenderer.
12. **Force Majeure:** Neither HMT nor the Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following events resulting in material adverse effect, shall constitute force majeure events: Earthquake, flood Inundation, Landslide Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances. Fire caused by reasons not attributable to the Licensee, Acts of terrorism, War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war, Strikes or boycotts, other than those involving the Licensee, its contractor, or their employees, agents etc., and the License fee for the portion affected due to Force Majeure shall be exempted for the affected period on pro rata basis if the period of Force Majeure persists for more than 7 days.
Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, through not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free performance Guarantee & Security Deposit shall be refunded by HMT to the Licensee after adjusting outstanding dues, if any.

1.7 Pre Bid Meeting:-

A Pre Bid Meeting can be held before submitting the Bid with prior intimation on any working days between 10:00Hrs to 15:00Hrs.

1.8 Penalty Clause :-

1. In the event of the Licensee failing to pay the monthly license fee on or before 10th day of every calendar month, notice shall be served to the licensee to this effect informing disconnection of water supply and electricity. In case of delay in payment of rentals beyond two months, action shall be initiated to evict the licensee in accordance with the provisions of the Public Premises (Eviction of Unauthorized occupants) Act, 1971 or through any other legally permissible means/norms.
2. In the event of any dispute between the Parties in respect of interpretation of any of the terms of the License Agreement or any issue or matter or dispute arising out or connected with the License granted, or of the License Agreement, the same shall be referred to the Sole Arbitrator appointed by HMT LIMITED and the provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration and the decision of the said Arbitrator will be final and binding on both the parties. The Arbitration proceedings shall be held at Bangalore only and the language of arbitration will be English.

SECTION 2
FORMAT FOR TECHNICAL BID
(QUALIFYING CRITERIA)

Sub: Particulars to be furnished by the tenderer for “Licensing of Vacant Space adjacent to Chandigarh-Shimla National Highway No 5 at HMT Complex, Pinjore for operating Fuel Retail Outlet.

NIT REF: HMT/ABDP/NIT/FUEL OUTLET/2022-23/6 DATED 30.03.2023

I) PRIMARY DETAILS

- 1) Name & Address of the Company :
- 2) Name & Designation of authorized person :
- 3) Contact Telephone No. :
- 4) Contact Mobile No. :
- 5) Email Address :
- 6) GST No.
- 7) PAN :
- 7) EMD Details
 - a) D.D. No. & Date or Transaction Reference No :
 - b) Amount :

II) TECHNICAL DETAILS :

- 1) Please enclose the copies of following documents:-
 - (i) Memorandum & Articles of Association/ : Copies enclosed YES / NO
 - (ii) Audited Balance Sheet & Profit Loss statement – last 3 yrs. : Copies enclosed YES / NO
 - (iii) Power of attorney for signing the bid : Copies enclosed YES / NO
 - (iii) Details of the proposed plan for utilizing the tendered vacant space : Copy enclosed YES / NO

III) DECLARATION

I/We hereby declare that I/we have read and gone through and agree to all the terms & conditions contained in the Tender Document No. HMT/ABDP/NIT/FUEL OUTLET/2022-23/06 dated 30.03.2023 before submitting the Tender and I/we am/are furnishing the above information to the best of my/our knowledge and ability.

I/we accept to all terms and conditions as mentioned in the tender document.

NAME & ADDRESS OF THE TENDERER
WITH SEAL & SIGNATURE/DATE

SECTION 3
FORMAT FOR COMMERCIAL / PRICE BID

Sub: Particulars to be furnished by the tenderer for “Licensing of Vacant Space adjacent to Chandigarh-Shimla National Highway No 5 at HMT Complex, Pinjore for operating Fuel Retail Outlet.

NIT REF: HMT/ABDP/NIT/FUEL OUTLET/2022-23/6 DATED 30.03.2023

We are furnishing here-under our Rates being offered for licensing of “Vacant Space adjacent to Chandigarh-Shimla National Highway No 5 at HMT Complex, Pinjore for operating Fuel Retail Outlet.

1) Name & Address of the Tenderer :

.....

.....

Description of premises and location	Offered Area in sq.mt (Subject to actual possession)	Offered rate per month per sq.mtr in figures exclusive GST
Vacant space adjacent to Chandigarh Shimla National Highway No 5 at HMT Complex, Pinjore, Distt. Panchkula (Haryana)	100 MT x 100MT (Tentative)	Rs: -----/Square meter

Total Amount in words (Per sq.mtr per month): Rupees-----

NOTE: 1) The quoted rates shall be exclusive of GST.
2) Other levied taxes, if applicable will be extra.

Declaration

I/We hereby declare that I/we have read and gone through and agree to all the terms & conditions contained in the Tender Document No.NIT REF: HMT/ABDP/NIT/FUEL OUTLET/2022-23/6 DATED 30.03.2023 before submitting the Tender and I/we am/are furnishing the above information to the best of my/our knowledge and ability.

NAME AND ADDRESS OF THE TENDERER
WITH SEAL & SIGNATURE/DATE

SECTION-4

APPENDIX-I: POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on non-judicial stamp paper of value Rs. 100)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the “Licensing of Vacant Space adjacent to Chandigarh-Shimla National Highway No 5 at HMT Complex, Pinjore for operating Fuel Retail Outlet” including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to HMT, representing us in all matters before the Company, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Company in all matters in connection with or relating to or arising out of our bid for the said license and/ or upon award thereof to us and/or until the entering into a Contract with the company.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

For

(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of
Partnership firm

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Person identified by me/ personally appeared before me/
Attested/ Authenticated*
(*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:.....

SECTION-5
DRAFT AGREEMENT FOR LICENSE

An AGREEMENT made on this the _____ 2023, between **HMT Limited**, having its Registered Office at No.59, Bellary Road, Bangalore-560 032, represented herein by its ----- (hereinafter referred to as the “LICENSOR” which expression shall unless repugnant to the context or meaning thereof, shall mean and include their successors and assigns) of the FIRST PART, and M/s. **Indian Oil Corporation**, represented herein by its _____ (hereinafter referred to as the “LICENCEE” which expression shall wherever the context so requires or admits, mean and include their Successors and Partners, assigns) of the OTHER PART.

WHEREAS, the licensor owns the premises and offers it on license to gainfully use the property for generating revenue to the Company/Licensor.

AND WHEREAS, the Licensee has shown their interest to use the premises to operate it for “Fuel Outlet adjacent to Chandigarh Shimla National Highway No 5 at HMT Complex Pinjore, Distt Panchkula-134101 (Haryana)” and hence responded to the Tender notification floated by the Licensor, for issue of a License in their favour for the same, subject to detailed terms and conditions hereinafter contained.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Subject to the terms and conditions contained hereinafter, the Licensor hereby grants to the Licensee, permission to operate Fuel Outlet in the premises, as more fully described in the Schedule hereto (“Schedule Property”), on “As is where is basis,” for a initial period of four years to be extended for three more terms of same period on mutual agreement and shall be for a total maximum period of Twenty years based on satisfactory compliance of the term of license agreement. The Licensee will have the First Option for the renewal of the license.
2. Nothing herein contained shall construe or be construed as creating a beneficial interest in the schedule property in favour of Licensee by the Licensor herein. It is hereby made clear that the transaction does not contemplate transfer of interest of any kind in the schedule property in favour of the licensee but only permission for use of the same, for the purposes detailed herein. Accordingly the Licensor continues to pay the property tax.
3. The Licensee shall be liable to pay to the Licensor, in consideration hereof, a License fee of Rs.----- excluding GST as applicable during the first year of the license, where after there shall be a 5% increase every year (License Year) over license fee of the preceding year, till the duration of this License.
4. The Licensee has paid to the Licensor, an interest free Security Deposit equal to 6 (six) months’ license fees of the first License year amounting to -----by adjusting EMD already paid totaling to Rs -----, in the following manner:

The Security Deposit Amount shall be refunded to the Licensee after adjusting dues, if any, subject on account of satisfactory completion of the License period and compliance of all terms and conditions of this Agreement. This Security Deposit can be adjusted / claimed by the Licensor towards any liability of the Licensee on account of arrears of License fee, Statutory Payments, water, Electricity charges or any other dues, in case of breach of agreed terms and conditions, by the Licensee without prejudice to any other action for recovery of the claims /dues /damages of the Licensor. The Licensee must furnish “no dues certificate” from the concerned authorities of the Licensor before claiming refund of the Security Deposit, at the end of expiry of license period.

5. During the tenure of this Agreement of License, in extreme & unavoidable circumstances, the Licensor or the Licensee will have the right to terminate the license agreement by giving three month's advance notice in writing from either side to the other or payment of three month's license fee prevailing at the time of termination, in lieu of the notice. However, in case of breach of the terms of this agreement, the Licensor can terminate this Agreement for License without such Notice, in which case the Security Deposit kept by the Licensee with the Licensor shall be forfeited.
6. If the Licensee continues to stay unauthorized beyond the license period, the Licensee shall be liable to pay to the Licensor the penal license fee which shall be **twice the amount of license fees paid** by the Licensee, for the immediately preceding month of default. This remedy / penal provision, shall however, be without prejudice to the rights of Licensor to evict the licensee in accordance with the provisions of the Public Premises (Eviction of Unauthorized occupants) Act, 1971 or through any other legally permissible means. The Estate Officer of the Licensor shall be the designated authority for initiating eviction process for the Licensor.
7. The Licensee will have to pay the monthly license fee along with GST as applicable every calendar month, on or before 10th of the month, regularly commencing from the date of occupation of the premises. (The Licensee shall also be required to pay the charges for consumption of water and electricity & cess separately at actuals during the License period (electricity charges as per UHBVN rates). In the event of the Licensee failing to pay the monthly license fee on or before 10th day of every Calendar month, notice shall be served to the licensee to this effect informing disconnection of water supply and electricity. In case of delay in payment of rentals beyond two months, action shall be initiated to evict the licensee in accordance with the provisions of the Public Premises (Eviction of Unauthorized occupants) Act. 1971 or through any other legally permissible means/norms.
8. The Licensee shall obtain the license in the name of the Licensee as per relevant rules in this regard and ensure necessary compliance of the legal requirements to operate Fuel Retail Outlet. All relevant fee/levies including membership fee, if any, shall be paid by the licensee. In case of any default in complying with the above said enactment's, rules and regulations and all the statutory obligations during the period of the license, only the licensee shall be liable for penalties and punishments by the concerned regulatory authorities and HMT/Licensor in no way will be held responsible for the same.
9. The Licensee shall not assign or sub-let or permit occupancy of the schedule property/premises either in full or in part to any other person whosoever. At the time of vacating the premises by licensee no claims or compensation shall be considered for any constructions /modifications / changes done to the schedule Property/Premises even though carried out with HMT's / Licensor's prior written permission.
10. The licensee shall at their own cost make arrangement for efficient supervision of the premises. All the employees, employed for the Fuel Retail Outlet shall be the employees of the licensee or it's Authorized Representatives (Dealer). The licensor shall not be liable for any claims of the employees towards salaries or any other payments or allowances. If the licensor is made liable for any such claims or damages by any or any authority, the licensee shall indemnify the licensor or all such payment and claims made.
11. The licensee will be entitled and the licensor and each of them shall permit and allow the licensee to lay erect, build, maintain and repair in, upon or underneath the demised premises all electric cables, gas pipes, storage tanks, containers, pumps, service station, tanks fittings, etc in such manner absolutely as the licensee may think fit for the purpose of the business of the licensee and for beneficial enjoyment by the licensee of the demises premises for its aforesaid use and business. License fee shall be applicable from the execution of this deed.
12. In the event of any portion of the demised premises being taken up or acquired for set-back or otherwise by any authority whomsoever, the licensor shall be entitled to receive and to be paid compensation in respect of the portion so taken up or acquired. The portion of compensation towards the licensee's structures of erections standing thereon are to be paid to the licensee on due apportionment in accordance with law. The rent payable in respect of the demised premises shall in such event be proportionate to the area and from the date on which the possession of such setback or acquired area

taken away from the licensee and alternatively the licensor undertake to makeup such a deficiency in his own land.

13. The Licensee shall be responsible for the security and safeguarding of the schedule property/premises during the tenure of the License.
14. The licensee shall not assign or sub-let or permit occupancy of the schedule property/premises either in full or in part to any other person whatsoever. However the licensee shall be free to use and the licensor and each of them shall permit the uses of the demised premises for itself and for all its associated concerns. The licensee shall also be entitled to use the said premises for their agents, sales representatives, distributors, local dealers, or licensee's representatives, customers and all other authorized persons and shall be free to assign, sub-let, under-let or part with possession of the same or any part thereof with the consent of the licensor. The licensee shall be expressly entitled to appoint remove, reappoint, change and substitute any dealers, agents, and other authorized representatives on and in respect of the demised premises without the consent of the licensor.
15. The licensee has right to grant license for allied activities relating to Petroleum business and for permissible allied non-fuel activities (excluding other business like restaurants/hotels)
16. If the License fee or any other charges including the Electricity and Water Charges, at any time, remain in arrears and unpaid, after the same have become due, whether the same has been formally or legally demanded or not or if the licensee have at any time failed or neglected to perform and observe any of the conditions and covenants herein contained on their part to be observed and performed or in the event of the licensee being declared insolvent or having received an order under insolvency made against them or being punished for any breaches under the governing law, then and in any such case, notwithstanding anything herein before contained, the License shall stand automatically cancelled/terminated, without Notice, in which case Security Deposit paid by the licensee will stand forfeited.
17. The Licensee shall not carry on any offensive trade or business in the licensed premises/schedule property, nor shall they store or carry out any activity, which is prohibited by law. Liquor business/serving of liquor etc shall not be permitted/allowed under any circumstance.
18. The GST and other statutory duties/cess/surcharge, if any, as per applicable rates, shall be levied on the license fee as per relevant rules, during the license period and will have to be paid by the Licensee along with the license fee.
19. The licensee shall indemnify the licensor against all actions, claims, demands and expenses on account of any breach by the licensee, of any of the terms of the license and shall allow the licensor or his representatives to inspect the said license premises/schedule property at all reasonable times upon prior notice for satisfying themselves that all the terms & conditions hereof are being observed by the licensee.
20. In the event of there being any change in the constitution / legal status of the licensee, the licensee shall immediately notify about such change along with all relevant documents, approvals etc. for approval of the licensor. In case such change of Constitution is not accepted by the licensor, the license shall stand terminated, in which event the Licensee shall, within 30 days, vacate the premises without giving room for initiating any legal action for vacating them or other proceedings available under law to the licensor for the same.
21. The Licensor shall enable the Licensee to use the schedule property/Licensed premises, without any interruption or disturbance, whatsoever, subject to the terms and conditions of license agreed to by the Licensee in terms of this Agreement and upon payment by Licensee to Licensor all amounts due and payable under this Agreement. The Licensor shall not, in any way, be responsible for any transactions carried on between the Licensee and their/its Customers / Suppliers or any other constituents related to the employees / persons employed by them, whatsoever. The licensor has to pay property taxes/development charges/municipal charges with arrears, if any, levied by any competent authorities

towards the schedule property. It is duty of the licensor to enable the licensee to do the petroleum business lawfully without any interruption from any municipal authorities.

22. Throughout the License period, the Licensee shall have the sole and exclusive use of the licensed premises/schedule property for the stated purpose, save and except, in the event of breach of the agreed terms and conditions of the License by the Licensee.
23. In the event of any liability arising under any law in force from time to time or any claim arising for any reasons whatsoever, involving the Licensee's staff due to accident or on any other account, such liability(s) shall be borne by the licensee and HMT Ltd/Licensor shall in no way be held responsible or liable for the same.
24. All the other terms and conditions of the tender document (NIT Ref: HMT/ABDP/NIT/FUEL OUTLET/2022-23/06 dated: 30.03.2023) shall be applicable to the Licensee, apart from the terms and conditions contained herein, if and to the extent they are not in consistence with the terms hereof.
25. In the event of any dispute between the Parties in respect of interpretation of any of the terms of the License Agreement or any issue or matter or disputes arising out or connected with the License granted, or of this License Agreement, the same shall be dealt in accordance with the provisions of Arbitration and Conciliation Act 1996. The Arbitration proceedings shall be held at Pinjore only.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNDER SIGNED THIS LICENCE AGREEMENT on the day and date mentioned in the preamble to these Presents, at Pinjore.

NOTE:-Other terms and conditions which do not cover in draft agreement but are mentioned in NIT will also be incorporated in the final agreement.

SCHEDULE

Map of the property along with location shall be the part of schedule

Signed by licensor

In the presence of witnesses:

- 1.
- 2.

Signature by Licensee

In the presence of Witness:

- 1.
- 2.