

%2. Application in the case of SC and ST persons who have migrated from one State / Union Territory.

This Certificate is issued on the basis of the Scheduled Caste / Schedule Tribe Certificate issued to Shri/ Shrimati* _____ Father / mother* of Shri /Smt / Kumari* _____ in District / Division* _____ of the State / Union Territory* _____ who belongs to the _____ Caste / Tribe* which is recognized as a Scheduled Caste / Scheduled Tribe* in the State / Union Territory* _____ issued by _____ issued by the _____ (Name of prescribed authority) vide their No. _____ dated _____.

%3. Shri / Shrimati / Kumari* _____ and / or his / her* family ordinarily reside(s) in _____ Village / town* of _____ of _____ District / Division* of the State / Union Territory* of _____

Signature : _____

Place _____ State / Union Territory*

Date _____

Designation** : _____
(with seal of office)

* Please delete the words which are not applicable.

@ Please quote specific presidential order.

% Please delete Paragraph which is not applicable.

NOTE : The term "Ordinarily reside(s)" used here will have the same meaning as in Section 20 of the Representation of the Peoples Act, 1950.

** List of authorities empowered to issue Scheduled Caste / Scheduled Tribe Certificates:

1. District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner / Deputy Collector / 1st Class Stipendiary Magistrate / City Magistrate / Sub divisional Magistrate / Taluka Magistrate / Executive Magistrate / Extra Assistant Commissioner (not below the rank of 1st class stipendiary magistrate).
2. Chief Presidency Magistrate / Additional Chief Presidency Magistrate / Presidency Magistrate.
3. Revenue Officers not below the rank of Tehsildar.
4. Sub-divisional Officer of the area where the candidate and/or his family normally resides.
5. Administrator / Secretary to Administrator / Development Officer (Lakshdweep Islands).

(On a non judicial stamp paper of requisite value duly verified by Notary Public)

"AFFIDAVIT"

TO BE OBTAINED FROM THE OWNER OF ATTACHED TRUCKS

I / We _____ adult Indian Inhabitant,
father/mother/husband/wife/owner/member of Co-op. Society of _____ residing at
_____ having my office at _____ intimate, agree and confirm with you the following :-

1. I am the owner of the vehicle, details whereof are mentioned hereunder in the name as mentioned hereunder and confirm that the said vehicles have the capacity to transport bulk LPG.

<u>Sr.No.</u>	<u>Vehicle No.</u>	<u>Cap.</u>	<u>Engine No.</u>	<u>Chasis No.</u>
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2. I understand that pursuant to the tender notice No. _____ floated by Oil Companies, you have submitted your offer for their acceptance and confirm that in the event the offer submitted by you is accepted, I will give the aforesaid trucks to the said M/s _____ on such terms and conditions as may be agreed by and between the said M/s _____ and me for using such tank trucks for transportation of the bulk LPG of IOCL/BPCL/HPCL in terms of the tender terms mentioned in the said tender of IOCL/BPCL/HPCL.
3. I further confirm that during the pendency of the agreement which may be signed between you and IOCL/ BPCL/HPCL for transportation of bulk LPG, I will not allow my aforesaid vehicles to be used for any purpose other than the purpose of transporting bulk LPG by any person other than the said M/s _____ and I will not withdraw the said vehicles without prior intimation to you in writing.
4. I hereby confirm that in case of breach of the agreement or undertaking given by me in the manner aforesaid, and if IOCL/ BPCL/HPCL suffer any loss or damage, irrespective of any other right and liberty IOCL/ BPCL/HPCL may have to proceed against any other person(s), IOCL/ BPCL/HPCL will have the right to claim such damage from me and I will be liable to make good such loss or damage suffered by IOCL/ BPCL/HPCL for committing any breach of the aforesaid undertaking.

Yours faithfully,

DECLARATION 'A'

We declare that we have complied with and have not violated any clause of the standard Agreement.

Place : Signature & Seal
Date :

DECLARATION 'B'

We declare that we do not have any employee who is related to any officer of the Corporation / Central /State Government

OR

We have the following employee working with us who are near relatives of the Corporation/ Central /State Government.

Name of the Employee of The Transporter	Name and Designation of the Officer of the Corporation/Central/State Government
--	--

- | | |
|----|--|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

Place : Signature & Seal
Date :

Strike off whichever is not applicable.

DECLARATION 'C'

The Bidder is required to state whether he is a relative of any Director of the Corporation or the bidder is a firm in which Director of the Corporation or his relative is a partner or is any other partner of such a firm or alternatively the Bidder is a private company in which Director of the Corporation is member or Director. (the list of relative(s) for this purpose is given overleaf)

Place : Signature & Seal
Date :

N.B. Strike off whichever is not applicable. If the Transporter employs any person subsequent to signing the above declaration and the employee so appointed happen to be near relatives of the Officer, of the Corporation/Central/State Government, the Transporter should submit another declaration furnishing the names of such employees who is/are related to the officer/s of the Corporation/Central/State Government.

LIST OF RELATIVES

A. Person shall be deemed to be relative of another, if and only if:

- (a) He / She / They are members of Hindu Undivided Family or
- (b) He / She / They are Husband and Wife or
- (c) The one is related to the other in the manner indicated below :

1. Father
2. Mother (including Step-mother)
3. Son (including Step-son)
4. Son's Wife
5. Daughter (including Step-daughter)
6. Father's Father
7. Father's Mother
8. Mother's Father
9. Mother's Mother
10. Son's Son
11. Son's Son's Wife
12. Son's Daughter
13. Son's Daughter's Husband
14. Daughter's Husband
15. Daughter's Son
16. Daughter's Son's Wife
17. Daughter's Daughter
18. Daughter's Daughter's Husband
19. Brother (including Step-Brother)
20. Brother's Wife
21. Sister (including Step-Sister)
22. Sister's Husband.
23. Wife's brother.
24. Mother's brother.
25. Wife's father.

LEGAL STATUS AND OTHER PARTICULARS OF BIDDER

Dear Sirs,

We are,

- a) Proprietorship firm (name of firm) :
Name (of proprietor in full)
Residential address & Telephone Nos.
of Proprietor.
Office address & Telephone Nos.

- b) Partnership firm (name of firm) :
Name, address & Telephone No.
Of each of the Partners
Address and Telephone nos. of firm

- c) Registered Company :
Address of Registered office and Branch
Names, Address (Residential and Office) &
Telephone nos. of each of the Directors

I, _____ son of _____ residing at _____ declare that the particulars given hereunder are true to my knowledge and I am fully authorized by all other partners and/or Board of Directors of the Company or by the general Body/Managing Committee of the Co-operative Society to submit this tender after reading and understanding all the terms and conditions contained therein.

(STRIKE OUT THOSE NOT APPLICABLE)

All the details furnished above are true to our knowledge.

Signature :

Date :

Rubber stamp :

DOCUMENTS FOR PARTICIPATING IN TENDER

From :

Dear Sirs,

We are submitting the following documents for participation in the tender –

1. Copy of Partnership Deed or Memorandum and Articles of Association of the Company or Bye Laws of the Society as the case may be
2. Power of Attorney as per the format /Board Resolution authorising the undersigned to represent the firm/ company and sign and commit on behalf of the firm/company.

(Please tick the document attached)

Signature :

Name :

Rubber Stamp :

DATE :

PARTICULARS OF BIDDER

1. Name of Firm :
2. Nature of the firm (state whether Limited Co. Partnership, Co-operative Society or Sole Proprietor (if Partnership, attach photocopy of Partnership Deed / if Ltd. Co. or Co-op. society , attach photocopy of resolution authorizing the person signing the tender documents) :
3. Whether belonging to SC/ST. If yes, provide necessary Documentary evidence. (*Please also see the note hereunder) :

(* Please note that in case of Partnership firm and Co-operative Society, all the Partners/members should belong to same category, otherwise firm would be taken in "General Category".)
4. Year of Establishment :
5. Registration No. of Company/Firm if any :
6. Postal Address of Office of the firm/company :
7. Telegraphic Address and e-mail ID, if any :
8. Telephone No. (s), if any :
9. Address of Branches, if any :
- 10 (a) Name of Directors, in case of company along with residential address and phone nos. :

(b) Name of partners, in case of Partnership along with residential address and telephone no. of each partners :

(c) Name of Proprietor with residential address and telephone No. (Please indicate Address of each Director/Partner/Proprietor as the case may be with telephone No., if any. :
11. Permanent Income Tax No.(PAN) :
12. Last Income Tax Return (attach xerox copy) :

- 13. Name of Banker & Branch, with full address :
- 14. Style of A/c. and A/c No. :
- 15. Name(s) of the persons operating the A/cs. :
- 16. Details of assets (fixed), if any :
- 17. Code No. allotted by Indian Bank's Association, if any :
- 18. Name (s) of authorised Representative(s) :

We do hereby certify that the information as provided above is correct and true in all respects.

Signed by : _____

Name & Address : _____

PHOTOGRAPH OF THE AUTHORSIED PERSON SIGNING THE TENDER DOCUMENTS

DECLARATION BY THE BIDDER ON LETTER HEAD

We have carefully studied the tender and submit our offer after having fully understood the same. We hereby agree to abide by and fulfill all the Terms and Conditions set out in tender documents and additional clause incorporated in the LPG Transport Agreement which should be deemed to form a part of this tender.

It is also confirmed that none of the Partners/Directors/Proprietor of this firm are retired as a Director from the services of the Corporation within last two years preceding from the closing date of the tender i.e. during _____ to _____ (Closing date of tender).

It is also confirmed that none of the Partners /Directors / Proprietor has been convicted in criminal cases or blacklisted or action for termination of contract / withdrawal of LOI / Work Order have been taken for malpractices while undertaking transportation job, by any of the PSU Oil Companies.

We return herewith the enclosures duly signed and rubber stamped on each page as a token of our acceptance.

SIGNATURE OF THE BIDDER

Full Name : _____

Address : _____

Tel. No. : _____

LETTER OF UNDERTAKING

I / We, of M/s _____ hereby authorise M/s **Indian Oil Corporation Ltd./Bharat Petroleum Corporation Ltd./Hindustan Petroleum Corporation Ltd**, to deduct Income Tax charges leviable (if any) on transportation charges payable to us and remit the same to appropriate Income Tax authorities.

SIGNATURE OF THE BIDDER & RUBBER STAMP

Full Name : _____

Address : _____

Tel. No. : _____

(ON A STAMP PAPER OF RIQUISITE VALUE & DULY NOTORISED)

GENERAL POWER OF ATTORNEY

We, the undersigned 1.Sh
2 Sh.3. Sh..... all residing
at.....
the proprietor /partners/ Directors of
M/s.....having its registered office
at.....
do hereby nominate, authorise and appoint Shri.....
s/o.....r/o..... who is to act as
attorney of our firm M/s.....with full power and
authority to exercise the following powers or any of them on our behalf and on behalf of our
firm.

1. To sign, seal, execute, perfect and/or complete the tender document of transportation of petroleum products and also other relevant documents required by M/s Indian Oil Corporation Limited / M/s Bharat Petroleum Corporation Limited / M/s Hindustan Petroleum Corporation Limited (hereinafter called the Company) in respect thereof.

2. To negotiate, enter into correspondence with the Company and do all and everything necessary suitable or proper with regard to the said tender for transportation of petroleum products.

3. To sign, seal, execute, perfect and/or complete Transport Contract Agreement and all and/or any other document, Indemnity Bond etc. required by the Company in connection with the said Transport Contract Agreement arising out of the said tender.

4. To do all acts, deeds, as may be necessary for and incidental to the execution of proper performance of the said Transport Contract Agreement with the IOC /BPC/HPC.

I/We the said Proprietor/ Director / Partner do hereby agree to allow, verify and confirm all and whatsoever the said Shri..... shall or may do or cause to be done in or about the said tender and the Transport Contract Agreement, the execution and proper performance thereof by virtue of these presents.

This power of Attorney shall remain irrevocable till the validity period of our quotation, Transport Contract Agreement/or refund of our Security Deposit whichever is later.

In witness whereof, we have hereunto set and subscribed our hands at

.....this.....day.....of.....two thousand.....

Signed , sealed & delivered by the within named

Signatures

1.

Shri.....

Proprietor / Director / Partner

2.

Shri.....

Proprietor / Director / Partner

3.

Shri.....

Proprietor / Director / Partner

Signature of the Tenderer with seal

WITNESSES

Accepted by

NAME

SIGNATURE

(Signature of GPA Holder)

1 .

Before me

2.

Notary 's Stamp

Duly Notorised

ANNEXURE-XV

PROFORMA' FOR CONFIRMATION ON APPLICABILITY OF "MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 (MSMED ACT 2006)"

1. You may be aware that "Micro", Small and Medium Enterprises Development Act 2006" ('MSMED') has been come into force w.e.f. 2nd October 2006, which has repealed the provisions of the old Act regarding Small Scale Industrial undertakings.

2. As per the MSMED Act, Enterprises engaged in the manufacture / production of goods or rendering / providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery / equipment.

3. Such Enterprises are required to file a memorandum in the prescribed form to the appropriate authority as mentioned in the MSMED Act.

4. The term Enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.

5. For your ready reference, the definition of Micro, Small and Medium enterprises are given below:-

Classification of enterprises engaged in :

a. Manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act 1951 as :

Nature of Enterprise	Investment in Plant & Machinery (#)
Micro	Does not exceed Rs.25 lacs
Small	More than Rs.25 lacs but does not exceed Rs.5 Crores
Medium	More than Rs.5 Crores but does not exceed Rs.10 Crores.

b. Providing or rendering Services.

Nature of Enterprise	Investment in Equipment
Micro	Does not exceed Rs.10 lacs
Small	More than Rs.10 lacs but does not exceed Rs.2 Crores
Medium	More than Rs.2 Crores but does not exceed Rs.5 Crores.

(#) In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as maybe specified will be excluded.

6. You are therefore requested to fill the "Format" (proforma attached) and submit the same along with proof of valid document / certificate, (indicating registration no.) in your offer. In case same is not submitted along with your offer, it will be presumed that your organization

is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.

CONFIRMATION ON APPLICABILITY OF "MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 (MSMED ACT 2006)

1. We confirm that provisions of "Micro, Small and Medium Enterprises Development Act 2006 ('MSMED') are applicable to us and our organization falls under the definition of :

- a. Micro Enterprise - ()
- b. Small Enterprise - ()
- c. Medium Enterprise - ()

(Please put a tick in the appropriate box)

2. Copy of proof of valid document / certificate (indicating registration no.) of being a Micro / Small / Medium Enterprises are enclosed.

Place :

Date :

Signature of Authorized Signatory

Name :

Designation :

Seal :

Note : In case above Format along with proof of valid document / certificate (indicating registration no.) is not submitted in offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF Rs 100.00)

FORM OF STANDING BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT AND PRODUCT INSURANCE

BG No. :
Date :
Amount :
Validity :

To,

Indian Oil Corporation Ltd.

.....:
.....
.....
.....

Ref: Tender No /work order No.

for

Dear Sir,

A. In consideration of **INDIAN OIL CORPORATION LTD/BHARAT PETROLEUM CORPORATION LTD/HINDUSTAN PETROLEUM CORPORATION LTD** having its registered office at and a place of business at(hereinafter called the Corporation) having agree to exempt M/shaving its office at(hereinafter called the "said Transporters") from the demand under the terms and conditions of the Agreement/ Contract/ offer letter/work order no..... dated.....made between the Corporation and M/s.....the Transporter(s) (for hereinafter called the said agreement) of the security deposit for the due fulfillment by the said Transporter(s) of the terms and conditions contained in the said Agreement on production of a Bank guarantee for Rs..... (Rupees..... only).

We.....(hereinafter referred to as Bank) at the request of M/s.....(Transporter(s)) do hereby undertake to pay to the Corporation an amount not exceeding Rs..... (Rupees.....only) against any loss or damage caused to or suffered by the Corporation by the reasons of any breach by the said Transporter(s) of any of the terms and conditions contained in the said Agreement.

B. We.....(name of the bank)..... do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reasons of breach of the said Transporter(s) of any of the terms and conditions contained in the said agreement or by reason of the Transporter's failure to perform the said Agreement. Any such demand made in the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

- C. We undertake to pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the Transporter(s) in any suit or proceedings pending before any court or Tribunal or Arbitrator relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Transporter(s) shall have no claim against us for making such payment.
- D. We.....(name of Bank).....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the corporation certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Transporter(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or beforewe shall be discharged from all liability under this guarantee thereafter.
- E. We.....(name of bank)..... further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Transporter(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Corporation against the said Transporter(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Transporter(s) or from any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Transporter(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- F. Bank Guarantee shall remain in force upto.....
- G. This guarantee will not be discharged due to the change in the constitution of the bank or the Transporter(s).
- H. The bank agrees that this guarantee may be invoked on a number of occasions but so that the total amount payable hereunder shall not exceed Rs.....
- I. We.....(name of bank)..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

Dated.....day of.....200

.....
(Name & Signatures of the bank)

Note : Validity of Bank Guarantee shall be beyond six months of Validity of Contract

SIGNATURE OF BIDDER WITH SEAL

(To be executed on plain paper and applicable for all tenders of value above Rs. 1 crore)

INTEGRITY- PACT

Between

Bharat Petroleum Corporation Limited (BPCL) hereinafter referred to as "The Principal",

And

.....hereinafter referred to as "The Bidder/Contractor/Supplier"

Preamble

The Principal intends to award, under laid down organization procedures, contract/s forThe Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor/Supplier

(1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (b) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors /Suppliers/ Subcontractors

- (1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor/
Supplier

Place
(Signature/Name/Address)

Witness 1 :

Date
(Signature/Name/Address)

Witness 2 :

AGREEMENT for INTEGRITY PACT

No.

Dated

To,

HINDUSTAN PETROLEUM CORPORATION LIMITED

Sub : Purchase of Bidding Documents

Ref. Tender no.

HPCL and the Bidder agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of (state the number of days from the last date for the receipt of tenders stated in the NIT) 240 days and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

We confirm acceptance and compliance with the Integrity Pact in letter and spirit. We further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by HPCL.

The consideration for this separate initial contract preceding the main contract is that HPCL is not agreeable to sell the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for 240 days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with HPCL.

HPCL promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions , HPCL shall have unqualified, absolute and unfettered right to encash / forfeit the bid security submitted in this behalf.

Yours faithfully,

Yours faithfully

(BIDDER)

(PURCHASER)

(One copy of this agreement duly signed must be returned alongwith offer).

(To be executed on plain paper and applicable for all tenders of M/s HPCL of value above Rs.1 crore)

INTEGRITY PACT

Between

Hindustan Petroleum Corporation Limited (HPCL) hereinafter referred to as "The Principal",
And

..... hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for transportation of Bulk LPG by road.

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder / Contractor

(1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder / Contractor will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3-Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principle is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor / Monitors (three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Contractors accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
Place.....
.....

Date.....
.....

For the Bidder/Contractor

Witness 1:

Witness 2:

Covering Letter required to be signed and submitted by the bidder

(For tenders having estimated value more than Rs. 10 Crore)

Ref :

Dated:

To,

IndianOil Corporation Limited

Sub: Submission of Offer for Tender no. _____ for _____

The Bidder acknowledges that Indian Oil Corporation Limited (IOCL) has signed the MOU with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender document.

The Bidder agrees that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which the bidder will stand disqualified from the tendering process. The Bidder acknowledges that the Bid would be kept open in its original form without variation or modification for a period of _____ days (state the number of days from the last date for the receipt of tenders stated in the NIT) AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bid is finally accepted by IOCL. The Bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, IOCL shall have unqualified, absolute and unfettered right to disqualify the bidder and reject the Bid in accordance with the terms and conditions of the tender.

Yours faithfully

(Duly authorized Signatory of the Bidder)

(Note - One copy of this letter along with the Integrity Agreement duly signed must be returned alongwith offer).

To be executed on plain paper and submitted along with Technical Bid/Tender documents for tenders having a value of 10 crores or more. To be signed by the bidder and same signatory competent/authorised to sign the relevant contract on behalf of IOCL.

(Marketing Division)

Tender no.: _____

INTEGRITY AGREEMENT

This Integrity Agreement is made at ____ on this _____ day of ____ ,2014

BETWEEN

Indian Oil Corporation Limited, a company duly incorporated and validly existing under the provisions of Companies Act, 1956 and having its registered office at Indian Oil Bhavan, 9, Ali Yavar Jung Marg, Sandra (East), Mumbai 400051 (hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

And

.....(name and address of the Individual/firm/Company/consortium members through (mention details of duly authorized signatory) hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.

Preamble

WHEREAS the Principal/Owner has floated a tender (Tender No. :) (hereinafter referred to as "Tender") and intends to award, under laid down organizational procedures, contract/s purchase order/work order for(name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEM), to monitor the Tender process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesseth as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/ Owner, personally or through any of his/her family members, will, in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2-Commitments of the Bidder(s)/Contractor(s)

- 1) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass

CALCULATION ON RESERVATION OF TTs FOR IOCL

Sl.No.	Category	% of reservation	NR	ER	NE		WR	SR
					18MT	7MT		
1	TOTAL		1513	1114	579	626	739	1616
2	SC	15 % OF TOTAL	227	167	87	94	111	242
3	ST	7.5 % OF TOTAL	113	84	43	47	55	121
	SC + ST - TOTAL	22.5 % OF TOTAL	340	251	130	141	166	364
4	MSE - TOTAL	20 % OF TOTAL	303	223	116	125	148	323
5	MSE (SC/ST)	20% OF MSE	60	44	23	25	29	64
6	MSE (WITHOUT SC/ST)		243	179	93	100	119	259
7	SC / ST (EXCLUSIVE OF MSE SC/ST)		280	207	107	116	137	300
8	SMALLER CAPACITY TT (LESS THAN 14 MT)		0	16	0	0	0	0
9	TT AVAILABLE FOR GENERAL NON-MSE CATEGORY		930	668	356	385	454	993