Note to: All Bidders

Subject: Tender for purchase of approx. 5-10 acres land for construction of Training Centre and Holiday Homes in and around Lonavala / Khandala.

Further to the press advertisement in local newspapers of Mumbai & Pune on 19.07.2012 for subject tender, we are extending the due date as mentioned below:

<table>
<thead>
<tr>
<th>Last Date of Submission of Completed Tender Documents</th>
<th>21.08.2012 upto 2.00 pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due date of opening</td>
<td>1. Techno-Commercial bids shall be opened in the presence of bidders on 21.08.2012 at 3.00 pm</td>
</tr>
<tr>
<td></td>
<td>2. The date of opening of Price Bids shall be intimated to short listed bidders.</td>
</tr>
</tbody>
</table>

All other terms and conditions remain the same.
Tender for purchase of approx. 5-10 acres land for construction of Training Centre and Holiday Homes in and around Lonavala / Khandala

Techno-Commercial Bid
TENDER COVER LETTER

Tender for purchase of approx. 5-10 acres land for construction of Training Centre and Holiday Homes in and around Lonavala / Khandala.

Last Date /Place of Submission of Completed tender documents : Tender in separate sealed envelopes to be submitted on or before 03.08.2012 upto 2.00p.m. in the tender box kept at the following address:

Dy. General Manager (Admin.), CO Bharat Petroleum Corporation Ltd., Admin Department, First floor, Bharat Bhavan-I, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai - 400 001

Due date of opening : 1. Techno-Commercial bids shall be opened in the presence of bidders on 03.08.2012 at 3.00p.m.

2. The date of opening of Price Bids shall be intimated to the short listed bidders.

Tender Issued To : __________________________________________

_________________________________

_________________________________

_________________________________

_________________________________
MODE OF SUBMISSION OF TENDER

The tenderers are requested to submit their offer in the following manner:

1. Envelope marked Number 1- super scribed

   “Tender for purchase of approx. 5-10 acres land for construction of Training Centre and Holiday Homes in and around Lonavala / Khandala : Techno-Commercial Bid”

   and shall contain the Tender Booklet – “Techno-Commercial Bid” along with the tender document duly signed by the authorized signatory on each page with a covering letter in the prescribed format.

2. Envelope marked Number 2- super-scribed

   “Tender for purchase of approx. 5-10 acres land for construction of Training Centre and Holiday Homes in and around Lonavala / Khandala” : Price Bid”

   and shall contain the Tender Booklet – “Price Bid” duly signed by the authorized signatory on each page with a covering letter in the prescribed format.

3. Envelope marked number 1 & 2 shall be put in a large envelope of adequate size. It shall be sealed and marked to Dy. General Manager (Admin.), CO and put in the Tender Box kept at the following address:

   Bharat Petroleum Corp. Ltd.,
   Admin Department
   First floor, Bharat Bhavan-I,
   4 & 6 Currimbhoy Road,
   Ballard Estate,
   Mumbai - 400 001
Instructions for Filling / Submitting Tenders

1. Sealed tenders are hereby invited for “Tender for purchase of approx. 5-10 acres land for construction of Training Centre and Holiday Homes in and around Lonavala / Khandala” for Bharat Petroleum Corporation Limited. The bidder shall submit his/ her offer as detailed in the mode of submission of tender.

   Tenders shall be submitted in sealed cover addressed to Dy. General Manager (Admin.), CO, Bharat Petroleum Corporation Ltd., Admin. Department, Bharat Bhavan-I, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai-400 001 on or before 03.08.2012 upto 2.00 pm in the office of BPCL. The late tenders shall be summarily rejected.

2. The tenderer should study the tender documents carefully and understand the conditions, specifications etc. before quoting. If there are any doubts, he should obtain clarifications, but this shall not be a justification for late submission or extension of opening date/time of the tenders. The tender should be strictly in accordance with the requirement /specifications mentioned in the Tender Documents.

3. The tender should be submitted in the prescribed tender format as detailed in the tender document.

4. The tenderer should quote as per the tender schedule. The rate/amount quoted should be expressed both in figures and words, where discrepancy exists between the two; the rates expressed in words will prevail. Similarly, if there is any discrepancy between the unit rate and the amount, the unit rate will prevail.

5. All Tenders and subsequent communications relating thereto, if any, should be submitted in cover (sealed) boldly super scribed on the outer cover, tender number, Closing Date/Time to be dropped in the tender box kept in the concerned authority's office before closing date/ time with the permission of the concerned authority.

6. The rates should be quoted in the same units as mentioned in tender schedule.

7. All entries in the Tender Documents should be in ink/typed. Corrections, if any, made while filling the tender, must be attested by dated initials of the tenderer. Over writing of figures shall not be permitted. Every page of the tender document shall be signed by the Tenderer or his authorized signatory at the end of last entry thereon.

8. The quoted rates shall be valid for a period of Six months from the due date of opening of the tender. No upward revision of rates will be accepted after opening of the tender.
9. If the tender is submitted on behalf of a Company incorporated under the Companies Act (1 of 1959) it shall be signed by the Managing Director or by one of the Directors duly authorized on that behalf, if it is submitted on behalf of a partnership firm it shall be signed with the Co-partnership by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of Power of Attorney with the tender authorizing him to sign on behalf of the other Partners. A certified copy of the registered Partnership Deed shall also be submitted along with the tender; otherwise the tender is liable to be rejected.

10. Canvassing in connection with tenders submitted by the Tenderers who resort to canvassing shall be liable to rejection.

11. Tenders containing additional conditions are liable to be rejected.

12. Tenders which do not fulfill all or any of the conditions or are incomplete in any respect are liable to be rejected.

13. The acceptance of the tender will rest with Bharat Petroleum Corporation Ltd., who do/does not bind themselves/himself the right to reject any or all the tenders received without assigning any reason or accept the whole or any part of the tender received and the tenderer shall be bound to perform the same at the quoted rates.

14. Incomplete tenders, conditional tenders, tenders received late or tenders not conforming to the Terms and Conditions prescribed in the Tender Documents will be rejected. BPCL reserves the right to reject any or all tenders without assigning any reason whatsoever and/or to carry out negotiations with the tenders in the manner considered suitable by BPCL.

15. The technical/commercial bids will be opened in the presence of bidders. The bidders shall be informed in advance the date/time of opening of technical/commercial bids. The bidders or their duly authorised representatives shall be allowed to participate in the tender opening after submission of appropriate documents in support of their identity.

16. Tenderer may have to attend the concerned office of BPCL for negotiations/clarifications required by them in respect of their quotations without any commitment on the part of BPCL. In case of negotiations, the Tenderer should send the confirmation of such negotiations so as to reach BPCL within 3 working days from the date of negotiations, failing which BPCL reserves the right to ignore the quotation.

17. When the Party signing the tender is not the sole Proprietor, the necessary Power of Attorney authorizing the party to act on behalf of the Proprietor or the Organisation should be produced before signing the Agreement.

18. Performa of Integrity Pact shall be returned by the Bidder/s along with the bid documents (technical bid incase of 2 part bids), duly signed by the same signatory who
is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidders failure to return the IP duly signed along with the bid documents shall result in the bid not being considered for further evaluation.

19. If the bidder has been disqualified from the tender process prior to the award of contract in accordance with the provision of Integrity Pact, BPCL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD/Bid Security as per provisions of the Integrity Pact.

20. If the contract has been terminated according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the Security Deposit / Performance Bank Guarantee as per provisions of the Integrity Pact.

21. Bidders may raise disputes/complaints, if any, with nominated Independent External Monitor.

Name & Address of Independent External Monitor is as below:

**T S Krishnamurthy**
Flat No. 9, Gokul Tower,
Next to Mookambika Complex,
No. 7, CP Ramaswamy Road
Alwarpet
Chennai - 600018
Cont. 044 – 22993077 / 24993079
Mob :9444999555

22. Tenderer should specially note the following.

i. Rates quoted by the Tenderer shall be valid for a period of Six months from the due date of opening of the tender.

ii. No upward revision of rates will be accepted after opening the tender.

iii. The Price Bid shall be unconditional. The conditional Tender shall be rejected.

iv. On completion of the technical evaluation, the commercial bids of only those bidders whose bids are technically acceptable will be opened. The commercial bids will be opened in the presence of the bidders whose bids have been technically accepted. The technically qualified bidders shall be informed in advance the date/time of opening commercial bids. Bidders or their duly authorised
representatives shall be allowed to participate in the tender opening after submission of appropriate documents in support of their identity.

v. **Preference shall be given to Central / State Govt. organizations and Govt. Public Sector undertakings. In case we do not get suitable technical / commercial bid from the Central / State Govt. organizations and Govt. Public Sector undertakings, then the bids of the private parties / private companies or any other agency will be considered as per the suitability criteria mentioned in the tender documents.**

23. BPCL reserves the right to accept or reject any tender in whole or any part thereof without assigning any reason whatsoever.
TENDER TERMS AND CONDITIONS

1. The sellers shall represent and assure BPCL that they are the sole and absolute owners of all the rights, title and interest in the said property and no person has or can have any claim on title or interest in the said property and the said property is not subject or any charges mortgages, liens, encumbrance, prior sale, fit, stay order attachment and there is no dispute, litigation or proceedings pending and that vendor has full and unrestricted right to sell and transfer the aforesaid property to BPCL.

2. The seller shall from time to time and at all times hereafter shall keep BPCL harmless and indemnified for the amount paid by BPCL and received by the vendors and also from and against all actions, losses, damages, claims and demands whatsoever in respect of the said property for which BPCL may be liable by reason of defect in the title of Seller or restriction in his right of sale and in such cases, vendor on demand by BPCL shall be bound to pay the whole amount of consideration so received by him along with interest at the bank rate and all the amount of expenses incurred in this connection by BPCL.

3. The seller shall confirm that all statements made by them and documents enclosed are true to the best of their knowledge.

4. If the offer of the seller is accepted, BPCL shall complete investigation of the title in respect of the premises immediately.

5. The Seller shall make out marketable title of the property in favour of BPCL. If BPCL finds any defect in the title of the seller to the above mentioned premises, the same will be intimated to the seller to rectify the defect, if any, within a period of 2 months from the date of intimation. In spite of the above, if the sellers fails to create marketable title of the property in such an event the offer of the Tenderer shall be treated as null and void by BPCL.

6. If the title of the premises is accepted / treated as accepted by BPCL, the Seller shall submit to BPCL’s Office immediately, the draft of an Instrument of Transfer / Transfer Deed / Deed of Conveyance as the case may be for the approval of BPCL.

7. The sale shall be completed immediately after finalisation of Conveyance/Transfer Deed (time being the essence of the Tender offer) and at the time of such completion of sale, BPCL shall pay to the seller by Banker’s cheque ‘ the agreed purchase price (in installment , wherever applicable) and against such payment and simultaneously therewith, BPCL and the Seller shall jointly execute the instrument of Transfer / Transfer Deed / Deed of Conveyance as the case may be in favour of BPCL and shall simultaneously therewith hand over to BPCL peaceful vacant possession of the premises as well as the title deeds and documents in respect of the premises (including the Original Share Certificates, if any). All the legal formalities to be
complied by the respective parties shall be completed as early as possible. The final payment shall be made only on handing over of the Land.

8. The Transfer Fees or any other charges or contributions and other expenses demanded by and/or payable for transfer of land shall be borne by BPCL.

9. The stamp duty and registration charges payable on the Instrument of Transfer / Transfer Deed / Deed of Conveyance and any other documents towards the purchase of land shall be borne by BPCL.

10. The drafts of all documentation that may be finalized by and between BPCL and the Seller shall be final and binding on the Seller.

11. In all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between the Seller and BPCL concerning and/or relating thereto and/or relating to the above mentioned land, the Civil Courts of Mumbai shall have exclusive jurisdiction.

12. The advertisement released in this context will form part of the Contract.

13. If the land offered is Agriculture land and the party is not ready to convert the land into Non Agriculture land then offer submitted by party shall be rejected.
LIST OF DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID:

1. Details of the land being offered (Address, Location, Area, Land use etc.)

2. The clear title document of the property and development permission from the local statutory authorities. Copy of Registered Sale Deed/Sale Agreement in favour of the Owner/ Copy of Share Certificate of the Society in favour of Owner, Copy of 7/12 extract, Property Card appearing in the name of Owner.

3. The documents of Partnership Deed/Agreement, Memorandum and Articles of Association with list of Directors if applicant is a Limited Company or Partnership firm.

4. The copy of dimensional layout of land with nearby prominent features clearly showing the approach roads, approximate distance from the Lonavala / Khandala ST stand etc.

5. The break up of the prevailing property tax, rates or any other outgo to be given along with the proposal.

6. The details regarding Income tax i.e. a copy of latest Income Tax Clearance Certificate

7. Deviations from the BPCL Terms & Conditions if any.
DETAILS OF LAND OFFERED

Seller to furnish information as per format below:

A. DETAILS OF TENDERER / SELLER

1. Name of the Applicant : ________________________________

2. Full Address : ______________________________________
   ______________________________________
   ______________________________________
   ______________________________________

1. Contact Details
   Telephone no. (Office) : ________________________________
   Telephone no. (Residence) : ________________________________
   Mobile no. : ______________________________________
   FAX no. : ______________________________________
   E-mail address : ______________________________________

B. PROPERTY DETAILS

2. Full address of land offered : ________________________________
   ______________________________________
   ______________________________________
   ______________________________________

3. Area of the land offered (Sq.mts.) : ________________________________

4. Ownership of Land being offered : Individual/ Partnership/ Limited Company
i. In case of Partnership firm, please enclose a copy of registered deed of partnership.

ii. In case of limited company, please enclose:
   a) Registration certificate under companies act
   b) Memorandum and Articles of Association

iii. Year of Establishment, in the case of Firm

5. Latest Income Tax Clearance Certificate: ______________

6. Location of land offered with complete address and near by landmark

   The land offered is bounded by

   i. North :
   ii. South :
   iii. East :
   iv. West :

7. Whether the land is part of any town planning scheme/any development plan of Government: Yes / No

8. Whether land is notified for acquisition by any Government Agency: Yes / No

   if yes, give details.

9. Availability of civic facilities near the land offered

   i. Electricity: Yes / No
   ii. Water supply: Yes / No
   iii. Approach Road: Yes / No
   iv. Street Lights: Yes / No
   v. Telephone /Mobile Network: Yes / No
   vi. Drainage (covered / open): Yes / No
10. Details of land offered
   i. Area of land (in Sq. mt.) :
   ii. Whether the land is of regular/irregular size:

   (Please attach a copy of dimensional layout of land with nearby prominent features)

11. Permitted use of land:
   i. Actual: Residential/Commercial/Mix (Residential + Commercial)
   ii. Permitted: Residential/commercial/Mix (Residential + Commercial)

12. Whether the land is Agriculture / Non Agriculture:

   If the land is Agriculture, whether the party is ready to convert the land into Non Agriculture: Yes/No

   Approx. number of days required to convert the land: 1 month / 3 months

13. Local Bye laws
   i. FAR / FSI permitted:
   ii. No. of storey permitted:

14. Name of the Government/Statutory body which shall approve the construction plans:

15. Whether clearance under Urban Land Ceiling Act is required: Yes/No

16. Whether clearance from Environment Dept. is required: Yes/No

17. Whether clearance from local Government body is required for transfer of property in the name of BPCL: Yes/No

18. Whether 37-I Income Tax Clearance is required before transfer of property in the name of BPCL: Yes/No

19. Details of infrastructure available in the vicinity of land offered

   (School, Hospital, Post-Office, Banks, Market, Police station Theatre etc.,)
20. Whether the land is having boundary wall : Yes / No

21. Is there any temporary structure for watch and ward etc.: Yes / No
   If yes, give details of structure.

22. Is there any bore well in the offered land : Yes / No.

23. Possession of land : Immediate / After ____ months

24. Whether the land is having a clear marketable title deed : Yes / No

25. Whether the land offered is freehold : Yes/No

26. Whether the land offered is leasehold : Yes/No

27. Whether taxes pertaining to the property are paid up to date : Yes / No
   i. If yes, upto which date the taxes have been paid?
   ii. If no, what are the pending tax details?

28. Whether the property is free from all encumbrances, litigations, illegal
    encroachments, disputes etc.: Yes / No

29. Whether the property is free from attachment orders of any kind including Income Tax
    & Wealth Tax : Yes / No

30. Whether it is first sale or resale of property:

Name & Address  Signature

Place & Date  Seal/ Rubber Stamp
   (in case of company / partnership firm)
INTEGRITY PACT CLAUSE

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

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 for …………………..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 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 cartelisation 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.

(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 / 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

Place ................

For the Bidder/Contractor/Supplier

Witness 1 : .................
   (Signature/Name/Address)

Witness 2 : .................
   (Signature/Name/Address)

Date .....................
Tender for purchase of approx. 5-10 acres land for construction of Training Centre and Holiday Homes in and around Lonavala / Khandala

“Price Bid”
Bharat Petroleum Corporation Limited
“Tender for purchase of 5-10 acres land for construction of Training Centre and Holiday Homes in and around Lonavala / Khandala”

## PRICE BID FOR SALE OF LAND
(Blank copy to be submitted with techno-commercial bid)

1. Name of the Applicant : _______________________________________
2. Full Address : ________________________________________________
   ________________________________________________
   ________________________________________________
3. Location of land offered with : ________________________________
   complete address ________________________________________

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Area of the Land ______________________ Sq.mts.</td>
</tr>
<tr>
<td>2</td>
<td>Rate of Land offered</td>
</tr>
<tr>
<td></td>
<td>In Figures : Rs. ______________________ per Sq.mts.</td>
</tr>
</tbody>
</table>
|         | In Words Rupees________________________________________
|         | ________________________________________________ |
| 3       | Total Amount Rs. ____________________________ |
|         | In words Rs.________________________________________ |

Note: The price mentioned shall be exclusive of the Stamp Duty & Registration charges as applicable.
Payment Schedule:

The tenderer is required to mention the payment schedule clearly as below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Stage</th>
<th>% of Amount Payable</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name & Address

Signature

Place & Date

Seal/ Rubber Stamp
(in case of company / partnership firm)