



**GAIL (India) Limited
Petrochemical Marketing Group
16, Bhikaiji Cama Place
R. K. Puram New Delhi - 110066**

Tender Document

for

**Appointment of Consignment Stockist (CS)
for
Polymer Products
Produced/ Marketed
by**

GAIL (India) Limited

Tender No. GAIL/ND/ PMG/CS APPPOINTMENT/2012-13

Important:

S.No.	Description	Page No.
1	Copy of GAIL Advertisement for Appointment of CS	3
2	Detailed description of the NIT for Appointment of CS	4
3	Request for Proposal (RFP)	6
4	Brief of Company	9
5	Indicative Roles and Responsibilities of CS	13
6	Tentative List of Proposed CS Locations	21
7	Bid Eligibility Criteria	22
8	Application/Selection Process	23
9	Instructions for filling the Application Form	30
10	Sample Copy of Application Form	34
11	Check-list of Required Documents	44
12	Annexure - A	46
13	Annexure - B	48
14	Integrity Pact	50
15	Glossary of Terms	60

Copy of GAIL Advertisement for Appointment of CS



**GAIL (India) Limited
(A Govt. of India Undertaking)**

NOTICE INVITING TENDER (OPEN DOMESTIC COMPETITIVE BIDDING)

GAIL (India) Limited invites bids from Eligible Bidders for **Appointment of Consignment Stockists for Polymer Products Produced or Marketed by GAIL (India) Ltd.** as detailed below:

Tender No.	Tender Document available on website from	Date of Pre Bid Meeting	Last date & time for submission of Bid
GAIL/ND/PMG/ CS Appointment/ 2012-13	26.03.2013	05.04.2013 at 1430 Hours (IST) at GAIL, New Delhi	30.04.2013 at 1400 Hours (IST)

For further details, please visit our website www.gailtenders.in and Govt. website www.tenders.gov.in Corrigendum/ Addendum, if any, would appear on these websites and will not be published in any other media.

For any queries, bidders may contact Deputy General Manager (PC – Marketing), GAIL (India) Limited, New Delhi, 16, Bhikaiji Cama Place , New Delhi – 110066, Phone : 00-91-11-26182955 Extn. 6137/6117; e-mail: a.makwana@gail.co.in / manish.saxena@gail.co.in

Detailed description of the NIT for Appointment of CS

GAIL (India) Limited, a Government of India Undertaking and A Maharatna Company, proposes to appoint Consignment Stockists on a non exclusive basis for its polymer products at **Delhi, Ludhiana, Kanpur, Haridwar, Indore, Guwahati, Hyderabad & Kolkata**. These Stockists would stock and market the polymer products (HDPE/ LLDPE/ PP/ Others) Manufactured and / or Marketed by GAIL (India) Ltd. on a Principal to Principal basis and sell the same at GAIL's listed prices.

The minimum Bid Eligibility Criteria for the applicant is as under:

1. Applicant should have a minimum Experience of two years or more of dealing in PP/PE polymers or in PP/PE Additives / Master Batches as a Trader.
2. Applicant must have a minimum Turnover of Rs. 300 Lacs in any of the last 3 Financial Years and capable to furnish minimum Bank Guarantee of Rs. 50 Lacs. (The applicant shall furnish a letter from the scheduled bank confirming that the applicant has a capability to submit a BG of Rs. 50 Lacs or more, if selected.)
3. Commitment of exclusive distributorship of GAIL.
Applicant who is already having Agency/ DCA/ CS ship of some other Indian or Imported PE/ PP raw material or its intermediates, the company shall not be eligible unless they submit an undertaking on a non judicial stamp paper of requisite value along with their application which undertakes to disengage themselves from such appointment on being selected as CS by GAIL India Ltd. The time line for surrendering the agency will be (3) three months from the issuance of Letter of Appointment/Award.
4. The applicant should have a Positive Networth during the last three Financial Years.

Interested Applicants are requested to download the application forms and attachments including detailed guidelines available on the website (www.gailtenders.in). The applicant will have to fill up the application form and submit the same along with the enclosures as required and a non-refundable application processing fee of Rs. 5,000/- (Rs. Five Thousand only) by Account

Payee Demand Draft / Pay Order drawn on any Scheduled Bank in favour of GAIL (India) Limited, payable at New Delhi.

Applicants shall also submit an EMD (Earnest Money deposit) of Rs 5,00,000/- (Rs. Five Lacs only) along with the application form in the form of a Account Payee Demand Draft / Pay Order drawn on any Scheduled Bank in favour of GAIL (India) Limited, payable at New Delhi. No interest will be paid on EMD. Any application form without the requisite EMD shall not be considered.

The company reserves the right to cancel/withdraw/amend this advertisement or extend the due date at its sole discretion without assigning any reason. GAIL will not be responsible for any delay in receipt of the applications, whatsoever and the same will be rejected without assigning any reason.

For any clarification on the above, a Pre-bid meeting is scheduled on 25.03.2013.

For any Query you may contact DGM (PC – Marketing)/ Sr. Manager (PC – Marketing) GAIL (India) Ltd., 16, Bhikaiji Cama Place, R. K. Puram, New Delhi – 110066, Phone No. 00-91-11-26182955 Extn. 6137/ 6117; e-mail a.makwana@gail.co.in / manish.saxena@gail.co.in

Request for Proposal (RFP)

Ref No. GAIL/ND/PMG/ CS Appointment/ 2012-13

Date: 26.03.2013

Dear Sir/ Madam,

Sub: Appointment of Consignment Stockists for Polymer Products Produced or Marketed by GAIL (India) Ltd.

1. GAIL (India) Limited, New Delhi invites submission of proposal from competent agencies as stated in the detailed Tender document attached in complete accordance with the following details. The Complete Tender document is available on web sites of GAIL (India) Limited (<http://www.gailtenders.in>) and Government websites.
2. Salient features are as under:
 - i. Earnest Money Deposit/ : Rs. 5,00,000.00 (Rs. Five Lac only)
Bid Security
 - ii. Bid Processing Fee : Rs. 5,000.00 (Rs. Five Thousand only)
(Non-refundable)
 - iii. Tender download period : From Tuesday, 26th March, 2013 to
Tuesday, 30th April, 2013 till 1400 hrs.
 - iv. Date & time of Pre-Bid
Meeting : Friday, 5th April, 2013, 1430 hrs. (IST)
 - v. Venue for Pre-Bid Meeting: GAIL (India) Limited
GAIL Bhawan,
16, Bhikaiji Cama Place,
R K Puram, New Delhi-110066
 - vi. Due date & time for
submission of bids : Tuesday, 30th April, 2013 upto 1400 hrs.
(IST)

vii. Contact Persons:

Mr. Anand Makwana
Dy. General Manager (PC - Marketing)
E-mail: a.makwana@gail.co.in
Ph. No: 011-26172580 Ext. 6137

Mr. Manish Saxena
Sr. Manager (PC - Marketing)
E-mail: manish.saxena@gail.co.in
Ph. No: 011-26172580 Extn. 6117
Fax: 011-26185941 Ext. 8503#

3. If any of the days specified above happens to be a holiday in GAIL, the next working day shall be implied.
4. Bidder(s) are advised to quote strictly as per terms and conditions of the tender document and not to stipulate any deviations/exceptions. GAIL will appreciate submission of offer based on the terms and conditions in this tender to avoid wastage of time and money in seeking clarifications on technical and commercial aspects of the offer.
5. Any bidder who wishes to quote against this Tender may download the Tender Documents from GAIL's website www.gailtenders.in and submit the bid, complete in all respect as per terms and conditions of the Tender, on or before the "Due Date & Time of Bid- Submission", along with an undertaking that the contents of the Tender Documents have not been altered or modified.
6. **GENERAL:**
 - i. GAIL will not be responsible for cost incurred in preparation and submission of bids.
 - ii. The following documents must be submitted in Original in physical form:
 - a. Power of Attorney
 - b. Integrity Pact
 - c. Earnest Money Deposit
 - d. Bid Processing Fee
 - iii. This Request For Proposal (RFP) is an integral and inseparable part of the enclosed Tender document
 - iv. GAIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

❖ NOTE:

1. Bidders are required to submit queries to the tender so as to reach GAIL at least 02 days prior to the pre-bid meeting. Queries received prior to the Pre-bid meeting shall only be taken-up for providing Clarifications/Replies to the bidders.
2. Bidders may depute their authorized representative(s) [not more than 02 persons] for attending pre-bid meeting.
3. Bidders are requested to fill all Annexure as enclosed in the Tender Documents.
4. Any change in bid after the "Due Date & Time of Bid-Submission" of Tender is not allowed.
5. Bidders are required to submit their bids along with a covering letter under the firm's / company's letterhead specifying the name and designation of the authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail ID, etc.
6. Any deviation in the terms and condition of the tender document is liable for rejection.
7. Bids should be valid for 6 (Six) months from the bid due date.
8. This is not an Order.

For GAIL (India) Limited

(Manish Saxena)
Senior Manager (PC - Marketing)
Phone : (+91) 11-26172580 Ext. 6117
E-mail : manish.saxena@gail.co.in

Brief of the Company:

Formation of GAIL

GAIL (India) Ltd was incorporated in August 1984 as a Central Public Sector Undertaking (PSU) under the Ministry of Petroleum & Natural Gas (MoP&NG). The company was initially given the responsibility of construction, operation & maintenance of the Hazira – Vijaipur – Jagdishpur (HVJ) pipeline Project. It was one of the largest cross-country natural gas pipeline projects in the world. Originally this 1800 Km long pipeline was built at a cost of Rs 1700 Crores and it laid the foundation for development of market for natural Gas in India.

GAIL (India) Limited, India's largest Natural Gas company has been accorded Maharatna Status by the Government of India and become the youngest Maharatna Company.

Current Businesses – Domestic

GAIL, after having started as a natural gas transmission company during the late eighties, has grown organically by building large network of Natural Gas Pipelines covering over 9500 Km with a capacity of around 172 MMSCMD; two LPG Pipelines covering 2040 Km with a capacity of 3.8 MMTPA of LPG; seven gas processing plants for production of LPG and other Liquid Hydrocarbons, with a production capacity of 1.4 MMTPA.

GAIL has a gas based integrated Petrochemical plant of 410,000 TPA polymer capacity which is further being expanded to a capacity of 900,000 TPA. The Company also has 70% equity share in Brahmaputra Cracker and Polymer Limited (BCPL) which is setting up a 280,000 TPA polymer plant in Lepetkata, Dibrugarh, Assam. Further, GAIL is a co-promoter with 15.5% equity stake in ONGC Petro-additions Limited (OPaL) which is implementing a green field petrochemical complex of 1.1 MMTPA Ethylene capacities at Dahej in the State of Gujarat.

GAIL has 31.52% stake along with NTPC as equal partner in JV Company, RGPPL at Dabhol which operates largest gas based power generation facility in the country and is also setting up 5 MMTPA LNG terminals.

Keeping in mind the requirement of growth and consolidation as well as opportunities arising out of New Exploration Licensing Policy (NELP) of Government of India, the company has moved into upstream of gas value chain i.e. Exploration & Production and currently has stakes in 31 E&P blocks including 2 blocks overseas (in Myanmar).

GAIL is a pioneer in City Gas Distribution (CGD) business in India, with Indraprastha Gas Limited (IGL) in Delhi and Mahanagar Gas Limited (MGL) in Mumbai being its biggest success stories. Besides IGL and MGL, GAIL has set up several JVs for CGD to supply gas to households, transport sector & commercial consumers in various cities including Hyderabad, Agartala, Kanpur, Indore, Vadodara, Lucknow, Agra and Pune. In 2008, GAIL incorporated a wholly owned subsidiary, GAIL Gas Ltd (GGL) to exclusively focus on city gas distribution business. GGL has been authorized for implementation of CGD projects in four cities namely Kota, Dewas, Sonapat & Meerut in the 1st round of bidding by Petroleum & Natural Gas Regulatory Board (PNGRB).

Leveraging on its pipeline network, GAIL has built a strong Optic Fibre Cable (OFC) network of approximately 13,000 km for its own internal use and leasing of bandwidth as a carriers' carrier.

As a part of its initiative towards reducing carbon footprint and creating a path of sustainable growth, GAIL is building a portfolio of renewable businesses. The company has successfully commissioned wind energy power projects of 118 MW across states of Gujarat, Tamil Nadu and Karnataka.

Global Presence

As a strategy of going global and further expanding global footprint, GAIL has formed a wholly-owned subsidiary company, GAIL Global (Singapore) Pte Ltd. in Singapore for pursuing overseas business opportunities including LNG & petrochemical trading. GAIL has also established a wholly owned subsidiary, GAIL Global (USA) Inc. in Texas, USA. The US subsidiary has acquired 20% working interest in an unincorporated joint venture with Carrizo Oil & Gas Inc in the Eagle Ford shale acreage in the state of Texas. In addition to having two wholly owned subsidiaries in Singapore & USA, GAIL has a representative office

in Cairo, Egypt to pursue business opportunities in Africa and Middle East.

GAIL is also an equity partner in two retail gas companies in Egypt, namely Fayum Gas Company (FGC) and National Gas Company (Natgas). Besides, GAIL is an equity partner in a retail gas company involved in city gas and CNG business in China – China Gas Holdings Limited (China Gas). Further, GAIL and China Gas have formed an equally owned joint venture company – GAIL China Gas Global Energy Holdings Limited for pursuing gas sector opportunities primarily in China.

GAIL is a part of consortium in two offshore E&P blocks in Myanmar and also holds participating interest in the joint venture company – South East Asia Gas Pipeline Company Limited incorporated for transportation of gas to be produced from two blocks in Myanmar to China.

Consistent Track Record

GAIL has been a leading public enterprise with a consistently excellent financial track record. The Turnover and PAT have shown remarkable accomplishment with CAGR of 16% and 12% respectively in the last decade.

GAIL has recently developed corporate growth strategy for the period 2011-20 and the same has been approved by the Board of Directors. GAIL aspires to become an integrated hydrocarbon major with significant upstream and downstream interests by 2020.

Petrochemicals – Overview

GAIL's the country's premier Natural Gas Marketer & Transporter, diversified into the manufacturing and marketing of downstream HDPE & LLDPE from natural gas cracking at its Pata (Uttar Pradesh state, India) unit from 19th April 1999. The beginning was with a name plate capacity of 260 KTA of HDPE and LLDPE. In FY 2011-12, the petrochemical business portfolio contributed over 28% of the segment gross profit.

GAIL is the only HDPE/LLDPE plant operating in Northern India and has a dominant market share in North India. The primary thrust markets for the polymers had been Western India, but, with the entry of GAIL in the HDPE & LLDPE market Verticals, today North India has also witnessed a rapid and

significant growth in the polymer downstream processing Verticals. In a successful span of about a decade of establishing and marketing its grades under the brand names G-Lex & G-Lene, GAIL has along side augmented its name plate capacity of HDPE & LLDPE to 410 KTA by adding another dedicated HDPE downstream polymerization unit of 100 KTA.

GAIL has two trains of dedicated HDPE units of the Mitsui slurry technology license (capacity 2 x 100 KTA) and marketing the grades under the brand name of G-lex and one train of the HDPE/LLDPE swing plant under the Novacor solution based technology license (capacity 210 KTA).

The petrochemicals business of GAIL has consistently achieving all set targets with respect to its production and sales all through-out.

To meet the growing demand of LLD/HDPE and PP in the country, GAIL has embarked upon its aspiring expansion in Petrochemicals to market more than 1700 KTA by 2015. GAIL will achieve this volume by augmenting capacity of its own plant at Pata and setting up new petrochemical complexes through joint ventures.

The plant capacity at Pata is slated to increase from 450 KTA to 900 KTA by 2013-14 via an HDPE/LLDPE swing plant from Univation technology. GAIL has also formed joint venture with Brahmaputra Cracker and Polymer Limited (BCPL) to be commissioned by 2014-15 in which GAIL has 70% equity share for a planned capacity of 220 KTA of HDPE/LLDPE and 60 KTA of Polypropylene in Lepetkata, District Dibrugarh, Assam. A wide range of HDPE/LLDPE and PP grades shall be produced based on Ineos and Novolene technology respectively.

GAIL also has equity participation of 15.5% in OPaL, Dahej having a plant capacity of 1400KTA of Polymers (LL/HD and PP). Opal has an HDPE Plant with 320 KTA capacities from Mitsui, an HDPE/LLDPE swing plant of 730 KTA capacities from Ineos technology and a PP plant of 350 KTA capacities from Ineos technology. GAIL will market 400KTA of HDPE/LLDPE and 130 KTA of PP produced from OPaL. By 2014-15 the total polymer quantity available with Gail for marketing will be 1710 KTA (HDPE/LLDPE – 1520 KTA, PP – 190 KTA).

Indicative Roles and Responsibilities: CS

Roles & responsibility of the CS will be as per the below mentioned guidelines:

SCOPE

1. Purpose of Engagement

GAIL will appoint CS as one of its Consignment Stockist for the purposes of organizing, promoting, marketing, warehousing, distribution and sale of the Product(s) from Ex-Works (GAIL Pata) or from any other place(s) as informed by GAIL from time to time and the CS Stock Point within the assigned Territory, during the Term of the Agreement and on terms and conditions contained herein.

2. Basis of Engagement

- i. The engagement by GAIL of the CS in terms of this Agreement is on a **Non-Exclusive basis**, and nothing contained herein shall affect/constrain the right of GAIL to engage services of other Person(s) or employ other channels of distribution for similar services within the Territory or outside.
- ii. **Commitment for exclusive distributorship for GAIL's Products:**, The CS, undertakes not to act as agent of any other person/entity or agent of its sister concern in which the CS has direct or indirect interest or control, whether individual, partnership or a company or corporation for the trading of their products which are similar to or competing with the GAIL Product(s). The CS shall ensure the confidentiality of all information and shall not misuse/divulge the proprietary information of GAIL, which broadly includes customer-database, pricing strategy, details regarding development / improvement of the Product(s) etc, with any other entity.

SALE / DISTRIBUTION OF PRODUCT

1. Customer Registration

Each Customer shall be registered with GAIL (INDIA) LIMITED. In case of new customer, CS shall facilitate the registration of the Customer as per instructions / policy of GAIL (INDIA) LIMITED.

2. Sale of Product

- i. The Company shall not in any manner be liable for the Consignment Stockist's dealing/sales of the said products with or to the Consignment Stockist's customers.
- ii. The sale of Product(s) by the CS to the Customer shall be Ex Works and Ex-CS Stock Point and upon terms and conditions to be specified from time to time by GAIL (INDIA) LIMITED. The Stock Point Sales Invoice raised by the CS shall include VAT/CST, & other levies as applicable. The Stock Point Sales Invoice shall reflect GAIL (INDIA) LIMITED as the 'Principal' and the CS as 'Consignment Stockist'.
- iii. The sale of Products through the CS where the intended sale is within the Zonal Territory and/or as per prevailing Sales Policy.
- iv. The Products shall be sold as per rates determined in accordance with the declared Price List time to time, unless specified otherwise by GAIL (INDIA) LIMITED.
- v. GAIL (INDIA) LIMITED may from time to time, formulate policy/guidelines with respect to the sale of Product(s), quantities and other like factors connected therewith, which shall be binding upon the CS.
- vi. Upon raising of Invoices by the CS for stock point sale, the CS shall be liable to pay GAIL (INDIA) LIMITED for the total value of these Invoices. (Excluding VAT/CST).
- vii. In case of Ex-works Sales, the CS has to ensure timely payment by the customer.

- viii. The CS shall not sell the Products to itself (i.e., the same firm) unless in case of manufacturer CS, who is consuming the material in the company name.

3. Customer relations

- i. Regular customer contacts- personal visits as well as over phone, e-mail, etc., for procurement of orders from customers.
- ii. Processing of customers' orders in GAIL's SAP system.
- iii. Arranging transport for Ex CS ware house deliveries (freight will be born by the customers).
- iv. Follow up with GAIL's empanelled transporters for Ex-works deliveries to customers.
- v. Ensuring payments of the orders executed for their customers on Ex-works & Ex-CS stock point sales to GAIL as per prevailing guidelines.
- vi. Attending & forwarding customers complaints.
- vii. CS shall assist in arranging Customer meets, trade fairs or any other promotional activities GAIL is organizing.
- viii. CS will collect the necessary statutory documents like "C"/"F" forms, etc on behalf of customer & submit it to GAIL for onward submission.

3. CS Warehousing Services

- i. The CS shall provide a good, suitable and sufficiently large warehouse which shall be having a roof and side boundaries, in addition or in lieu to the Warehouse, depending on the requirement as assessed by GAIL (INDIA) LIMITED, to the satisfaction of GAIL (INDIA) LIMITED. The CS shall maintain the CS Stock Point and make necessary arrangements therein to the satisfaction of GAIL (INDIA) LIMITED. The floor of the CS Stock Point should be pukka and it should be free from dust, moisture, greasy material, water, etc.
- ii. The location of the CS Stock Point should be easily accessible for the Trucks and it should be to the satisfaction of GAIL (INDIA) LIMITED.

- iii. The CS shall, at all times, maintain the Products in the CS Stock Point in safe, careful, secure and clean condition. The CS also undertakes to ensure that stock of the Products in the CS Stock Point are always carefully and clearly stacked and are sold strictly on 'first in first out' basis so that quality is preserved and the same are in marketable condition.
- iv. The CS shall ensure that all bags containing the Product(s) are off-loaded from the Truck/container at the Warehouse in a safe and secure manner and the bags are handled in a proper and secure manner. The bags containing the Product(s) shall be stored/ stacked in an area demarcated exclusively for GAIL (INDIA) LIMITED Product(s), CS shall ensure that bags, which do not meet the quality and quantity norms as advised by GAIL (INDIA) LIMITED, shall be segregated and identified as such within the Warehouse.

OBLIGATION TO PAY FOR SALE OF PRODUCT

1. Security

- i. The CS shall be the guarantor for the full value of Products sold by it to its Customers and the value of GAIL (INDIA) LIMITED stocks lying in its Warehouse and will provide security in the form of an irrevocable and unconditional bank guarantee or cash deposit or both. The security amount / extent of security will be reviewed by GAIL (INDIA) LIMITED from time to time as per market conditions.
- ii. The Consignment Stockist shall furnish to the company a guarantee from Scheduled Bank under the Reserve Bank of India and which shall not be a co-operative bank, acceptable to the Company in the form prescribed by the Company
- iii. The sum of the BG as determined by the Company that in its judgment would cover the full value of stock which the consignment stockist may hold for the company or sell on behalf of the company and/or for such as sum as will be decided by the Company in its sole discretion.

- iv. The said Bank Guarantee shall be kept renewed from time to time and renewals furnished at least one month before the expiry of the same.
- v. GAIL (INDIA) LIMITED shall be entitled to invoke the security/ BG in case of loss or damage caused to/suffered or would be caused to or suffered by GAIL (INDIA) LIMITED by reason of any breach or event of default by the CS

2. Payment for sale of Product

- i. It is the responsibility of the CS to collect the sales proceeds for Product sold to its Customers. CS shall remit the value of product (excluding VAT / CST) to GAIL (INDIA) LIMITED in time. CS shall deposit the VAT / CST with the authorities within the stipulated due date. GAIL (INDIA) LIMITED does not assume any responsibility arising out of any act of commission or omission committed by the CS. If such sales proceeds are not received by GAIL (INDIA) LIMITED within the due date, GAIL (INDIA) LIMITED will raise debit on the CS.

GAIL (INDIA) LIMITED shall have the right to realize the price for the said Product and interest on account of delayed payment by invoking the security.

3. Entitlement to Service Charge (CS Commission)

- i. The CS shall be entitled to Service Charge only upon its payment of the complete sale price to GAIL (INDIA) LIMITED with respect to Product sold to Customers through the CS in accordance with this Agreement. For clarity, Service Charge will not be accrued till the full value of the Product along with interest due, if any, and any other statutory dues are realized by GAIL (INDIA) LIMITED.
- ii. For the services rendered by the Consignment Stockist under agreement, the Company shall pay to the Consignment Stockist, a service charge as decided by the company in respect of the quantity of the said products sold by the Consignment Stockist directly from plant i.e., Ex-works basis (Presently it is Rs. 350/-(Rupees Three hundred & Fifty only per MT). or from their stock point.. (Presently it is Rs.450/-(Rupees Four hundred & Fifty only per MT).
- iii. Commission on sale of Imported material, Products from GAIL's Joint Ventures will be intimated from time to time as per prevailing policy

- iv. “The above service charge will be exclusive of service tax or any other statutory taxes, etc.

4. Payment of Service Tax

The CS shall register itself with Service Tax Authorities and shall comply with all statutory requirements in this regard and will be liable to pay all taxes there under as may be applicable. GAIL (INDIA) LIMITED will pay the Service Tax and Education Cess to the CS for services rendered by it on the following conditions:

- i. The CS shall indicate the Service Tax and Education Cess thereon separately in the bills raised on GAIL (INDIA) LIMITED.
- ii. The bills raised by the CS on GAIL (INDIA) LIMITED should mention its service tax registration number, value of the taxable services and the name of the taxable service.

In case GAIL (INDIA) LIMITED is denied the credit of Service Tax by the authorities for any reason attributable to any act or omission on part of the CS, then such reimbursement shall not be applicable to the extent of denial and shall be recoverable by GAIL (INDIA) LIMITED from the CS.

Termination of Consignment Stockists

The Company shall reserve the right to terminate consignment stockistship on the happening of any of the following events:

- i. If the Consignment Stockist, being the sole proprietor of the proprietary firm dies, or is declared lunatic.
- ii. If the Consignment Stockist becomes insolvent or if his/its business is wound up or dissolved or if there is any constitutional change of the Consignment Stockist.
- iii. If at any time, CS or any of its sister concern in which he has direct or indirect interest undertake selling / importing or trading of any similar or competing products to the detriment of GAIL’s interest.”

- iv. If the Consignment Stockist is guilty of any conduct which is in the opinion of the Company, is prejudicial or detrimental to the company's interest, or
- v. If the Consignment Stockist purports to sell, assign, transfer, or otherwise encumber the whole or part of his/its rights, benefits and liabilities herein, or
- vi. If the performance of the Consignment Stockist is, in the opinion of the Company, not satisfactory, or
- vii. If a receiver is appointed or attachment is made in respect of any property or assets of the Consignment Stockist affecting Consignment Stockists business with GAIL or if the Consignment Stockist fails to make any payment to the Company.
- viii. If the Consignment Stockist violates the norms of the consignment Stockists as set by the Company, or
- ix. If the Consignment Stockist fails to maintain a minimum Bank Guarantee for an amount, as determined by GAIL from time to time or a cash deposit in lieu thereof.
- x. in case any representation or warranty of the CS is found untrue, inaccurate or misleading,
- xi. Termination at the option of either Party without assigning any reasons, by giving atleast 6 (six) months notice in writing to the other Party.

In the event of such termination, the Consignment Stockist shall:

1. Forthwith to return to the Company at its designated warehouse the entire stock of the said products lying unsold with the Consignment Stockists or shall dispose of such stocks as directed by the Company.
And
2. Forthwith to pay all amounts due to the Company, without prejudice. In case of default of such payment within a week of such termination, the Company will be at liberty to enforce the aforesaid bank guarantee in its

entirety or part thereof. A statement of account duly signed by any officer of the company subject to errors/omissions shall be final and conclusive and binding on the Consignment Stockist as to his/its indebtedness to the Company. The Company shall also have right to adjust any amount due to it from the Consignment Stockist against any dues payable by the Company to the Consignment Stockist in connection with any transactions.

3. Reserve Rights and obligations accrued prior to the Termination Date without any affect with the Company & vice versa.
4. Not use the trademark/brand name/trade name of GAIL, whether with or without addition of any other trademark/ trade name with effect from the Termination Date.
5. Not affect provisions due to termination of this Agreement, which are intended by their very nature to survive, including provisions relating to 'indemnity', 'confidentiality' and 'handover upon termination'.

General Conditions

Area of Operation:

Each CS shall have defined territory. Generally, customers having Head Quarter within geographical limits of that territory will be attached to the concerned CS.

Term of CS:

The term of CS shall be for 1(one) year. It shall be renewed after every year subject to satisfactory performance and mutual agreement. CS may be terminated due to non-performance or for breach of terms and conditions as stated in the CS agreement signed between the parties on appointment.

Tentative List of Proposed CS locations

S. No.	Zonal Office	Location at which CS is required	Area of operation
1	Bhopal	Indore	Madhya Pradesh. & Chattisgarh
2	Chandigarh	Ludhiana	Punjab
3	Delhi	Delhi	National Capital Region (NCR)
4	Hyderabad	Hyderabad	Andhra Pradesh and Orissa
5	Kolkata	Guwahati	North Eastern States
6	Kolkata	Kolkata	West Bengal, Bihar & Jharkhand
7	Lucknow	Haridwar	Uttrakhand
8	Lucknow	Kanpur	Uttar Pradesh

Note:

The above list of proposed locations is indicative. GAIL may at its own discretion add/remove/change the above said geographical locations, in line with business requirements.

Bid Eligibility Criteria

The minimum Bid eligibility criteria for the applicant should be:

1. Applicant should have a Minimum Experience of two (2) years or more of dealing in PP/PE Polymers or in PP/PE Additives / Master Batches as a Trader.
2. Applicant must have a minimum turnover of Rs. 300 Lacs in any of the last three (3) Financial Years and capable to furnish minimum Bank Guarantee of Rs. 50 Lacs. (The applicant shall furnish a letter from the Scheduled Bank confirming that the applicant has the capability to submit a BG of Rs. 50 Lacs or more if selected.)
3. Commitment of exclusive distributorship of GAIL. - Applicant who is already having Agency/ DCA/ CS ship of some other Indian or Imported PE/ PP raw material or its intermediates, the company shall not be eligible unless they submit an undertaking on a non judicial stamp paper of requisite value along with their application which undertakes to disengage themselves from such appointment on being selected as CS by GAIL India Ltd. The time line for surrendering the agency will be three (3) months from the issuance of Letter of Appointment/Award.
4. The applicant should have a Positive Net Worth during the last three (3) Financial Years.

Other General conditions:

- Only Indian Nationals can apply.
- Applicant(s) should not be less than 21 years of age as on date of advertisement.
- Applicant(s) should be a Proprietary Firm / Registered partnership Firm / Limited Liability Firm/ Public Ltd. Co. / Pvt. Ltd. Co. (All entities should be registered in India).
- The applicant Director/s or Partner/s or Proprietor should have never been convicted, nor should have charges ever been framed against them by any court of law for any criminal or economic offences.

Application/Selection Process

The steps for CS Application/ Selection Process are as detailed below:

1. The Applicant has to download Tender Document and the Application Form from GAIL website (www.gailtenders.in).
2. The Applicant is required to fill in the Application Form. The detailed instructions for filling the Online Application Form have been provided in the Tender Document.
3. Application Form should be completed in all respects, along-with the Demand Draft/Pay Order details towards the processing fee & EMD. No changes are permitted after submission.
4. The 'Bid Security' may be forfeited:
 - (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) In the case of a successful Bidder, if the Bidder fails:
 - (i) to accept the "Notification of Award" / "Letter of Award (LOA)", or
 - (ii) to furnish "Contract Performance Security / Security Deposit/ Bank Guarantee",
5. The Applicant has to take printout of the Application Form and send the same in hard copy to GAIL designated office (specified in the Instructions), along-with the notarized & attested copy of requisite documents as per the 'Check-list' provided in this Application Document.
6. On receipt of Applications, GAIL will shortlist the Applicants based upon the details provided in the Application Form and supporting documents.
7. The shortlisted applicants will be informed through their registered E-mail address, and designated GAIL officers may visit the office/ warehouse setup of the selected applicants.
8. The EMD of the applicants, who are not selected, will be returned to them within a reasonable time period. No interest shall be payable by GAIL on the said EMD.

9. The selected applicant shall deposit the Security deposit/ Bank Guarantee, as per GAIL business requirements, and within the stipulated time frame, as mentioned in Letter of Intent.
10. The EMD of the selected applicants will be retained towards the Security Deposit, till the time the Security Deposit/Bank Guarantee is provided as per GAIL business requirements for commencement of business. In case the applicant fails to provide the Security Deposit/BG in the specified time period, their EMD will stand forfeited.
11. The selected candidates will be issued Letter of Appointment after execution of the Agreement.
12. **CORRUPT OR FRAUDULENT PRACTICES :**
GAIL requires that Consignment Stockists observes the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer (GAIL):
 - (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the appointment of Consignment stockists or in Contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence appointment of Consignment Stockists or the execution of a Contract to the detriment of the GAIL, and includes collusive practice among Bidders [prior to or after Bid submission] designed to establish Bid prices at artificial noncompetitive levels and to deprive the Employer of the benefits of free and open competition.
 - (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
 - (c) Will declare a Firm ineligible and put on Holiday, either indefinitely or for a stated period of time if it at any time determines that the Firm has engaged in corrupt/fraudulent practices in competing for, or in executing a Contract.

13. SUBMISSION OF FORGED DOCUMENT(S):

- 1 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids.
- 2 In case, the information / document furnished by the vendor/ contractor forming basis of evaluation of his bid is found to be false / forged after the award of the contract, GAIL shall have full right to terminate the contract and without any prejudice to other rights available to GAIL under the contract such as forfeiture of EMD/ Security Deposit or withholding of payment etc.
- 3 In case this issue of submission of false document comes to the notice after appointment, GAIL shall have full right to forfeit any amount due to the CS including the amount equivalent to the EMD i.e., Rs.5,00,000.00 (Rs. Five Lacs only) as stated in the tender document.
- 4 Further, such bidder shall be put on Blacklist/ Holiday List of GAIL debarring them from future business with GAIL.

14. Arbitration:

1. Unless otherwise specified, the matters where decision of GAIL (India) Ltd. is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.
2. The Employer [GAIL (India) Ltd.] shall suggest a panel of three independent and distinguished persons to the bidder/CS (as the case may be) to select any one among them to act as the Sole Arbitrator.
3. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the GAIL shall have discretion to proceed with the appointment of the Sole Arbitrator.
4. The decision of GAIL on the appointment of the sole arbitrator shall be final and binding on the parties.
5. The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties.
6. The Arbitration proceedings shall be in English language and venue shall be New Delhi, India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable.

7. All matter relating to this contract/ agreement is subject to the exclusive jurisdiction of the court situated in the state of Delhi. Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

15. Jurisdiction:

The agreement/ contract shall be governed by and constructed according to the laws in force in INDIA. The Bidder hereby submits to the jurisdiction of the Courts situated at DELHI for the purposes of disputes, actions and proceedings arising out of the agreement/ contract, the courts at DELHI only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

16. DISPUTE RESOLUTION:

- 1 GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site www.gailonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
2. Any dispute(s) / difference(s) / issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
3. In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

4. Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

Selection Process:

The selection of CS shall be done in two stages i.e.

Stage-I (90 Marks) – Document based evaluation; Top 3 Applicants from each location who have scored at least 50 Marks will be shortlisted for stage II.

Stage-II (10 Marks) – Visit of Empanelled Committee to the Top 3 shortlisted applicant of stage –I

The combined Score of the stage I & Stage II will be considered for the final selection of the consignment Stockists.

Stage I: - Document based evaluation:

The applicant is required to submit application in the prescribed format provided by GAIL along with the certified copy of all the required documents by a chartered accountant mentioning their registration number and duly notarized. This document based evaluation, will cover their financial strengths, business details and their infrastructure facility, etc. The maximum marks for each attributes are placed below.

Sr. No.	Parameters	Max Marks
1	Turn Over	25
2	PBT/ Sales Turnover	8
3	Net Worth	10
4	Trader (PP/PE as raw material or additives or master batches)	10
5	Type of Firm (Prop./ Partnership/ LLP/ Ltd. Co./ others)	5
6	Experience of the Firm	10
7	Ability to give Bank Guarantee - Letter from a scheduled bank is to be submitted to substantiate their claim	8
8	Warehouse at the location for which application is being made (owned/ leased/ no warehouse)	4
9	Area of the warehouse in sq.ft.	3
10	Office at the location for which application is being made (owned/ leased/ no office)	4
11	Area of the office in sq.ft.	3
	Grand Total	90

The evaluation will be done on the scale of 90 points. The minimum qualifying marks in this stage will be 50 Marks. The Top three (3) Applicants will be qualified for stage - II, i.e., visit of committee to selected applicant of stage - I.

It is pertinent to mention here that the documents being submitted by the applicant must be genuine and authentic. In case of any fake or misleading documents or any facts which were hidden by the applicant the appointment are liable for termination even if found after the selection and the applicant will be debarred as per GAIL's policy.

Stage II: - Visit of Committee:

The Committee shall visit the shortlisted applicant of stage – I and give their marking on the Infrastructure facility like general overview & location of the office & warehouse, approach road of the warehouse, proximity to the main plastic industrial Hub, IT infrastructure, Communication facility, sales network etc. total marks allotted for stage – II will be 10.

In the event of tie of marks between the applicants at stage I, the applicant having higher turnover will be qualified for stage II. Further in the event of tie between the Top two (2) applicant after adding stage I & stage II marks. The applicant having higher turnover will be recommended for selection.

After the Committee visit, the marks of stage – I (document based) & Stage – II (Committee Visit) shall be tabulated and the applicant having higher marks will be recommended for final selection by the committee for the approval of competent authority in GAIL. After the approval is obtained, LOI/ LOA will be issued to the selected applicant.

In case of failure of first empanelled candidate, the above process will be initiated for second empanelled candidate for issuance of LOI. Further in case of failure of second empanelled candidate, the above process will be initiated for the third empanelled candidate for issuance of LOI. In the event of failure of third empanelled candidate, the location may be re-advertised as per the decision of GAIL

After issuance of Letter of intent (LOI), the CS is required to enter into an agreement with GAIL India Limited for the purpose of organizing, promoting, marketing, warehousing, distribution and sale of the Product(s)

Instructions for Filling Application for CS

General Details

1. The Applicant has to download Tender Document and the Application Form from GAIL website (www.gailtenders.in).
2. Applicant has to type neatly all the required details in the space provided in the Application Form. Handwritten application forms will not be accepted.
3. The Applicant has to take printout of the Application Form. This printout is required to be submitted, duly signed by the Authorized Signatories as specified in the Application Form. Wherever needed, Applicant may attach a separate sheet for giving any details corresponding to any particular of the application (additional sheets should be neatly typed) and send the same in hard copy to GAIL designated office.
4. Each page of the Tender Document, Application Form and all the attachments submitted against the said bid must be duly signed by the authorized signatories.
5. Application form is to be completed in all respects. Incomplete or incorrect applications will be rejected, without any notice.
6. Copies of the requisite documents duly attested by a Chartered Accountant mentioning their registration number and duly notarized are required to be submitted along-with the printout of the application form.
7. Application has to be submitted with the required DD/PO towards the processing Fee & EMD. Applications without the processing Fee & EMD will not be accepted.
8. Photograph of the applicant is to be affixed only on the print-out of the filled Application Form.
9. Application Number will be generated upon receipt of the Application Form and will be communicated through e-mail. This Application Number only should be used for any future correspondence.

10. Applicants have to clearly mention the nature of firm i.e Proprietary Firm / Registered partnership Firm / Limited Liability Firm/ Public Ltd. Co. / Pvt. Ltd. Co.
11. In case of Limited company/Partner Ship Firm/LLP/Proprietorship, the application form needs to be signed by the duly authorized person. Notarized copy of documentary evidence of such authorization like board resolution/Authority letter/Partnership Deed etc should be submitted along with application.
12. Date of Birth: Attested copy of any of the documents as Date of Birth certificate, such as Matriculation certificate, Passport, PAN Card, etc is to be submitted along with the application.
13. Educational Qualification: Relevant attested Copies of certificates from Govt. Recognized Institutions / Universities are to be enclosed.
14. Financial Details: Financial & Business details are to be provided for the Applicant. Net worth / Turnover / Working Capital / Taxable Income should be in terms of Rs. Lac rounded to nearest value in Rs. Lacs. A certificate of CA supported by audited Balance Sheet / Profit & Loss Account of last three years (2009-10, 2010-11 & 2011-12) along with Income Tax Returns is to be submitted.
15. In case an applicant is working as Del Credre Agent (DCA), the value of sales through DCA would be considered as Turnover. A certificate from CA to be submitted along with any other relevant document supporting the same is desirable with respect to the value of sales undertaken in any financial year.
16. In case an applicant is working as DCA cum CS, the turnover shall be the combined value of sales done as DCA or CS. A certificate from CA to be submitted along with any other relevant document supporting the same is desirable with respect to the value of sales undertaken in any financial year.
17. Experience Details: Applicant will have to mention the details of their experience e.g. duration, nature, products handled, etc. The attested copy of relevant documents to be attached as a proof of experience.

18. Infrastructure Details:

- 18.1 Warehouse Details: Attested copy of the following documents (whichever is applicable) is required to be enclosed.
- a. Registered Title Deed, or Lease Deed for rented property,
 - b. Area of the ware house
- 18.2 Office Details: Attested copy of any of the following documents (whichever is applicable) is required to be enclosed.
- a. Registered Title Deed, or Lease Deed for rented property,
 - b. Area of the ware house
- 18.3 Existing Manpower: Applicants will have to mention the details of existing manpower, their educational qualification and their experience.
19. Earnest Money Deposit (EMD): Earnest Money deposit (EMD) of Rs 5, 00,000/- has to be provided by the applicant in the form of a Demand Draft (DD) or Pay Order (PO) from a Scheduled Bank.
20. In case of multiple locations being applied for by the applicant, separate application has to be filled for each location and separate EMD for each location have to be provided.
21. Demand Draft towards the EMD has to be drawn on “GAIL (India) Limited” payable at New Delhi.
22. Applicant Company: Application should be submitted in the name of the Firm/Company under which the Agency is proposed to be operated. No subsequent change of Firm/Company will be permitted.
23. In case an applicant is selected, any change in the constitution of the applicant Firm/Company will not be permitted without prior approval of GAIL.

Submission of Application Form

Last date for receipt of the Post Copy along-with the requisite supporting documents is Friday 5th April 2013. The applicants are required to submit a printout of the application along-with the requisite documents, at the address mentioned below:

Senior Manager (Petrochemicals Marketing)

Cabin No.: 117

GAIL (India) Limited

Petrochemical Marketing Group

16, Bhikaiji Cama Place

R. K. Puram New Delhi - 110066

Phone No. 00-91-11-26182955 Extn. 6117;

e-mail manish.saxena@gail.co.in

Any queries regarding CS selection can be addressed to the above officer, No other GAIL Staff shall be contacted for such queries.

Application for Appointment as Consignment Stockist (CS)

For

GAIL (India) Limited

(For office use only)

Application No.:

Date of Submission of Application:

Name of the applicant's company or firm

Application Fee particulars:

Application Fee: Rs. 5,000.00

Instrument Type:

Instrument Number:

Instrument Date:

Name of the Bank:

Earnest Money Deposit particulars:

EMD Amount: Rs. 5,00,000.00

Instrument Type:

Instrument Number:

Instrument Date:

Name of the Bank:

Location Applied For

SECTION - A

Name of the Applicant (Firm/Company):

Nature of the Applicant: Firm/ Company

Proprietorship

Partnership

LLP

Pvt Ltd Co

Public ltd. Co.

Registered Address of the Applicant: Firm/Company

Plot/ Building/ Flat No.

Street/Landmark

City

District

State

Pin Code:

Contact Details

Telephone Number

Mobile Number

Email:

Correspondence Address (if different from the above)

Plot/ Building/ Flat No.

Street/Landmark

City

District

State

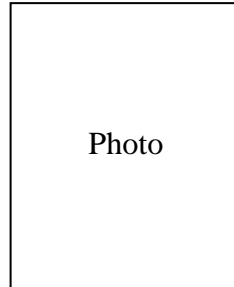
Pin Code:

No. of Partners/Directors (To be filled only in case of registered partnership/LLP/Limited Companies)

Details of Proprietor/Partners/Directors

S. No.	Name	Father's Name	Address	Share holding %	Mobile No.

Name & Residence Address (Proprietor / Managing Partners / Managing Directors / Authorized Signatory)



Name:

Father / Husband Name:

Address:

Plot/ Building/ Flat No.

Street/Landmark

City

District

State

Pin Code:

Contact Details

Phone No.

Mobile No

Email:

Brief of the company (not more than 500 words)

SECTION B

Financial Details:

	2009-10 (Rs. Lac)	2010-11 (Rs. Lac)	2011-12 (Rs. Lac)
Net worth			
Turnover			
Working Capital Employed (Current Assets – Current Liabilities)			
Profit Before Tax(PBT)			

Credit limit sanctioned by a Scheduled Bank

Letter from bank confirming that the Applicant will submit BG of requisite value if selected

1. Nature of Business:

- Trader of Polypropylene (PP)/Polyethylene (PE)
- Trader of Polypropylene (PP)/Polyethylene (PE) additives/ Master batches.
- None of the above

2. Geographical area of Operations:

3. Experience of Marketing & Distribution (Years)

SECTION - C

Qualifications of the Proprietor/ Managing Partner/ Managing Director:

Qualification	Discipline	%age Marks	Institute
CA/ MBA/ CS			
Post Graduation			
Graduation			
10+2			
10			

(A copy of requisite certificates is to be submitted with the bid)

Existing Infrastructure:

Office at the Applied Location (Owned/ Leased)

Area of Office (in sq. ft)

Warehouse at the Applied Location (Owned/ Leased)

Area of Warehouse in Sq. ft.

Man power details

S. No.	Name	Qualification	Age	Designation	Total Experience
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Business Projections:

Estimated potential of PE & PP in the applied location (Metric Ton/Month)

Targeted GAIL PE/PP Volume for the applied location (Metric Ton/Month)

Investment proposed for this business (Rs. Crore)

Other Details:

Pan No. of the Applicant/Company

TIN/Sales Tax

Excise/ECC

Service Tax

(Please attach attested copies)

References (To support your experience):

Reference – 1	
Name	
Company	
Designation	
Address	
Phone No.	
Email ID	

Reference – 2	
Name	
Company	
Designation	
Address	
Phone No.	
Email ID	

Business Experience Details (Chronological):

From	To
Type of Business	
Products (Please Specify)	
Any Other Information (You may provide additional information which you feel is relevant to your application)	
From	To
Type of Business	
Products (Please Specify)	
Any Other Information (You may provide additional information which you feel is relevant to your application)	
From	To
Type of Business	
Products (Please Specify)	
Any Other Information (You may provide additional information which you feel is relevant to your application)	
From	To
Type of Business	
Products (Please Specify)	
Any Other Information (You may provide additional information which you feel is relevant to your application)	

Stamp & Signature:

(To be signed by Authorized Signatory)

Declaration:

I/ We M/s _____(Name of the organization) do solemnly and sincerely declare to the best of my/ our knowledge and belief, that the information so furnished in the bidding documents, application forms, the statements/ affidavit and enclosures accompanying it are correct and complete and nothing has been concealed therefrom that would disentitle us/ me for participating in the tender process.

I/ We further declare that no deviation/ exception have been taken in the bidding documents submitted by us/me for appointment of Consignment Stockists.

I/ We also declare that all policies/ rules/ regulations issued by GAIL (India) Ltd. from time to time shall be binding upon us/ me and I/We shall abide by the same and continue to do so without any demur.

I/ We declare that no court in India has framed criminal charges upon us/ me for committing offence of moral turpitude/ economic offence nor I/We have ever been convicted by any court for the said crime.

I/ We fully understand that in case any of the above information/ declaration made by me/us is found to be incorrect/ false at any stage i.e., pre-bidding or during the bidding or after bidding, GAIL (India) Ltd. shall be entitled to reject my/ our bid/ contract for appointment of the Consignment Stockist ship without assigning any reasons or providing any notice to me/ us and without incurring any liabilities on GAIL (India) Ltd.

For and on behalf of (Name of the Organization)
(Stamp & Signature of Authorised Signatory)

Checklist

List of Documents to be submitted along-with CS Application Form

For Sole Proprietorship Firm:

S.No. Documents

- 1 Signed Application Form (in Original)
- 2 Copy of Sales Tax Registration Certificates (CST/LST/TIN)
- 3 Bank Certificate for Signature Verification of Proprietor (in Original)
- 4 Copy of IT returns of last 3 years
- 5 Copy of Balance sheet /P&L A/c of last 3 years
- 6 Auditor (CA) Certificate for Net worth (in Original)
- 7 Copy of Document as a proof in support of Experience
- 8 Copy of PAN Card of Proprietor
- 9 Copy of Excise Registration (if available)
- 10 Copy of any other document in support of their application/ or as desired by GAIL

For Registered partnership Firm:

S.No. Documents

- 1 Signed Application Form (in Original)
- 2 Copy of Sales Tax Registration Certificates (CST/LST/TIN)
- 3 Copy of Registered Partnership Deed
- 4 Bank Certificate for Signature Verification of Partners (in Original)
- 5 Copy of IT returns of last 3 years
- 6 Copy of Balance sheet /P&L A/c of last 3 years
- 7 Auditor (CA) Certificate for Net worth (in Original)
- 8 Copy of Document as a proof in support of Experience
- 9 Copy of PAN Card of the Firm
- 10 Copy of Excise Registration (if available)
- 11 Copy of any other document in support of their application/ or as desired by GAIL

For Private limited Company /Public Limited Company:

S.No. Documents

- 1 Signed Application Form (in Original)
- 2 Copy of Sales Tax Registration Certificates (CST/LST/TIN)
- 3 Signature Verification of signatory (in Original)
(Bank certificate/any other proof or document such as Board resolution/Copy of Power of Attorney of Signatory (in case person other than MD applying))

- 4 Copy of Certificate of Incorporation
- 5 Copy of Memorandum & Articles of Association
- 6 Copy of IT returns of last 3 years
- 7 Copy of Balance sheet /P&L A/c of last 3 years
- 8 Auditor (CA) Certificate for Net worth (in Original)
- 9 Copy of Document as a proof in support of Experience
- 10 Copy of PAN Card of the Firm
- 11 Copy of Excise Registration (if available)
- 12 Copy of any other document in support of their application/ or as desired by GAIL

For Limited Liability Partnership:

S.No. Documents

- 1 Signed Application Form (in Original)
- 2 Copy of Sales Tax Registration Certificates (CST/LST/TIN)
- 3 Bank Certificate for Signature Verification of Partners (in Original)
- 4 Copy of Certificate of Registration from Registrar of companies as per LLP act, 2008
- 5 Copy of Designated partner identification no. (DPIN) of the Partners
- 6 Copy of LLP agreement
- 7 Copy of Incorporation Document
- 8 Copy of IT returns of last 3 years
- 9 Copy of Balance sheet /P&L A/c of last 3 years
- 10 Auditor (CA) Certificate for Net worth (in Original)
- 11 Copy of Document as a proof in support of Experience
- 12 Copy of PAN Card of the Firm
- 13 Copy of Excise Registration (if available)
- 15 Copy of Solvency certificate as filed to Registrar of Companies
- 16 Copy of any other document in support of their application/ or as desired by GAIL

ANNEXURE-A

(NOTORISED AFFIDAVIT)

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

(Affidavit to be submitted by Proprietor and all partners of registered partnership firms)

I, _____ son/daughter/wife of
_____ age _____ years,
residing at _____
_____ do hereby solemnly affirm and say
as under:

1. That I am an Indian National.
2. *That I am partner in M/s (Name of the firm with address). Our partnership firm is duly registered in India and a photo copy of the registration certificate is enclosed herewith forming part and parcel of this affidavit.
3. That I have never been convicted nor have charges ever been framed against me by any court of law for any criminal offences involving moral turpitude and/or economic offences. I have readover, examined and understood the tender documents and it is confirmed that I/we are competent to apply for Consignment stockistship of GAIL (India) Limited and there is no legal impediment in doing so.
4. *That I am a Consignment Stockist / Agent / Distributor for PE/PP appointed in the name and style of M/s _____
at _____ (full
address) by
M/s _____
(Name of the Company with address). I undertake to disengage myself not later than 3 (months) from the date of issuance of Letter of Appointment/ Award on being selected as Consignment Stockist by GAIL India Limited.

OR

*That I am **not** a Consignment Stockist / Agent / Distributor for PE/PP of any Company.

5.That if any information/declaration given by me in my/our application or in any document submitted by me/us in support of application for appointment as Consignment Stockist(CS) or in this affidavit shall be found to be untrue or incorrect or false, the GAIL India Limited would be within its rights to withdraw the Letter of Intent (LOI) (if already issued)/ terminate the CS ship (if already appointed) and that I would have no claim, whatsoever, against GAIL India Ltd. for such withdrawal/termination.

(*Strike out whatever is not applicable)

6.I hereby verify what has been stated above is true to the best of my knowledge and correct and nothing has been concealed there from that would disentitle me/us to apply or become Consignment Stockist .

Solemnly affirmed and declared before me.

This -----day of-----

(Signature and seal of Magistrate/
Judge/Notary Public)
Location :

(Signature of the person making
affidavit)
(Name in block Letters)

ANNEXURE-B

(NOTORISED AFFIDAVIT)

**(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER
OF REQUIRED VALUE)**

**(Affidavit to be submitted by LLP/Private Limited/Public Limited
Companies)**

In matter of appointment of Consignment Stockist (CS) by Gail (India) Limited,
(Name and address of the Body Corporate) has applied for CS ship of M/s Gail
(India) Limited.

I, -----son/daughter/wife of -----
-----age-----years, residing at -----
-----do hereby
solemnly affirm and say as under:

1. That through a resolution passed by the Body Corporate (i.e Company), I have been authorized to apply, sign, verify and submit documents on behalf of Body Corporate for the Consignment stockistship of GAIL (India) Limited. A copy of the resolution/Authorisation is enclosed herewith forming part and parcel of this affidavit.
2. That the said Body Corporate is duly registered in India and a photo copy of the registration certificate is enclosed herewith forming part and parcel of this affidavit. The Company has readover, examined and understood the tender documents and it is confirmed that our Company is competent to apply for Consignment stockistship of GAIL (India) Limited and there is no legal impediment in doing so.
3. That on behalf of the Body Corporate, I undertake, that we will observe all the relevant policy/ guidelines with regard to award/operation of the said CS issued by GAIL (India) Limited from time to time.
4. That the Body Corporate does not have any criminal records nor does ever been convicted or does it have any criminal charges framed against it by any Court of Law involving economic offences punishable under law.
5. *That the Body Corporate is a Consignment Stockist / Agent / Distributor for PE/PP appointed in the name and style of M/s..... at (full address) by M/s----- (Name of the Body Corporate with address). I, on behalf of the Body Corporate, undertake to disengage it within (3) three months from the issuance of Letter of Appointment/ Award from the above

appointment on being selected as Consignment Stockist by GAIL India Limited.

OR

The Body Corporate is **not** a Consignment Stockist / Agent / Distributor for PE/PP of any Company.

6. That if any information/declaration given by me in my/our application or in any document submitted by me/us in support of application for appointment as Consignment Stockist(CS) or in this affidavit shall be found to be untrue or incorrect or false, GAIL India Limited would be within its rights to withdraw the Letter of Intent (LOI) (if already issued)/ terminate the CSship (if already appointed) and that I would have no claim, whatsoever, against GAIL India Limited for such withdrawal/termination.

(*Strike out whatever is not applicable)

I hereby verify what has been stated above is true to the best of my knowledge and correct and nothing has been concealed there from that would disentitle me/us to apply or become Consignment Stockist.

Solemnly affirmed and declared before me.

This -----day of-----

(Signature and seal of Magistrate/ Judge/Notary Public)	(Signature of the person making affidavit) (Name in block Letters)
Location :	

INTEGRITY PACT

INTRODUCTION:

GAIL as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (GAIL) and its Counterparties (Bidders, Consignment Stockists, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, an MOU on Integrity Pact has been signed on 23.07.2007 by GAIL with Transparency International India.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

ANNEXURE-1

Bidder is required to sign the Integrity Pact with GAIL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with GAIL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass GAIL's confidential information to any third party unless specifically authorized by GAIL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any GAIL associate.
- f) The Counterparty shall not make any false or misleading allegations against GAIL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GAIL business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GAIL shall be entitled to terminate the Contract. GAIL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,
- c) Subject to satisfaction of the Independent External Monitor, GAIL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GAIL is satisfied that the Counterparty shall not commit any such violation in future.

- d) In addition to above, GAIL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
- e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

INDEPENDENT EXTERNAL MONITORS (IEMS)

The following Independent External Monitor (IEM) has been appointed by GAIL, in terms of Integrity Pact(IP) which forms part of GAIL Tenders / Contracts.

- i) Shri V.K.Gupta (email id: vinod102000@yahoo.co.in)

This panel is authorised to examine / consider all references made to it under this tender. The bidder(s) , in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in GAIL or directly with the IEMs on the panel c/o Chief Vigilance Officer, GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066.

ANNEXURE-2

INTEGRITY PACT (To be executed on plain paper)

Between GAIL (India) Limited, a Government of India Public Sector, (here-in-after referred to as “Principal ”).

AND

_____ (here-in-after referred to as “The Bidder/ Consignment Stockists”). (Principal and the Bidder / Consignment Stockists are here-in-after are referred to individually as “Party” or collectively as “Parties”).

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for Consignment Stockists ship

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 and Contractor/s.

In order to achieve these goals, the Principal co-operates 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, the execution of the contract etc. 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 in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or

- for a third person, any material or immaterial benefit to which he/she is not legally entitled.
- ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.
 - iii) 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 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 and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commit and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
- i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contractor to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly 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 for the purposes of competition or personal gain and will not pass the information so acquired on to others.

- iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments 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 and allure third persons / parties 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 the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.

1. If the Bidder / Consignment Stockists has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Consignment Stockists from entering into any GAIL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three 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 with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights 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. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Consignment Stockists could be revoked by Principal prematurely if the

bidder / Consignment Stockists can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
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 liquidated damages equivalent to Earnest Money Deposit / 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 swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

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

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.

2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / Consignment Stockists

If the Principal obtains knowledge of conduct of a Bidder, Consignment Stockists or of an employee or a representative or an associate of a Bidder, Consignment Stockists which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors

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 any 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 party accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the party. The party will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Consignment Stockists 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 party. 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 recommendations. 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 taking corrective measures.
 7. Monitor shall be entitled to compensation by the Principal on the same terms & conditions as being extended to/provided to Outside Expert Committee Members of ONGC.
 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.
 10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
 11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GAIL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.
 12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. 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 by either party 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 the Chairperson of the Principal.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in 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, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

(Name & Designation)
For the Principal

(Name & Designation)
For the Bidder/ Consignment Stockists

Place ----- Witness 1: -----

Date ----- Witness 2: -----

Glossary of Terms

BCPL	Brahmaputra Crackers & Polymers Limited
BG	Bank Guarantee
CS	Consignment Stockists
CST	Central Sales Tax
DCA	Del Credre Agent
EMD	Earnest Money Deposit
GAIL	GAIL (India) Limited
HDPE	High Density Poly Ethylene
JVs	Joint Ventures
KTA	Kilo Tonnes per Annum
LLDPE	Linear Density Poly Ethylene
LLP	Limited Liability Partnership
LOA	Letter of Award
MMSCMD	Million Metric Standard Cubic Meter per Day
MMTPA	Million Metric Tonne per Annum
OPaL	ONGC Petronet Additions Limited
PBT	Profit before Tax
PP	Poly Propylene
RFP	Request for Proposal
SD	Security Deposit
VAT	Value Added Tax