REQUEST FOR QUOTATION [RFQ]

REF: GAIL/HZR/C&P/DISPOSAL/SCRAP/07-08 D**ATED: 06.02.2008**

To,

Sub: Tender No. GAIL /HZR/C&P/DISPOSAL/SCRAP/07-08 for "Disposal Metal Scrap, Rubber & Plastic Scrap, Empty Drums, , Scrap Pipes, Electrical Scrap items, Old & Used Filters GAIL (India) Limited, Hazira [Distt. Surat, Gujarat]"

[A]	**Earnest Money / Bid Security**	:	Rs. 5,000.00,
[B]	**Pre-Bid Conference [PBC] on**	:	25.02.2008 at 15:00 hrs
[D]	**Last Date & Time for Submission of Bid**	:	05.03.2008 at 14:00 hrs
[E]	**Date & Time for Opening of Bids**	:	05.03.2008 at 15.00 hrs.
[F]	**Period of Inspection and Time**	:	Between 1000 hrs to 1600 hrs. on all working days from 11.02.2008 to 04.03.2008

Dear Sir(s),

M/s. GAIL (India) Limited, Ichhapur, Magdalla Road, P.O. ONGCL Nagar, Hazira [Distt. Surat, Gujarat], hereinafter called GAIL / Owner, invites you to submit your Bids for the captioned item in complete accordance with this "Request For Quotation [RFQ]" and enclosed documents / attachments. All Bidders are required to read the Tender Documents carefully before quoting their prices.

General

1) A "Pre-Bid Conference [PBC]" has been scheduled on '25.02.2008' at 1500 hours in Administrative Building of GAIL (India) Limited at Hazira, Surat [Gujarat].

2) Bids are to be submitted in 'sealed envelope', superscripted with the above 'Tender No.', 'Due Date of Bid Opening' and 'Bidder's name & address' as per the details mentioned in Section II, Clause no. 8.0 [i.e General Terms & Conditions of tender document].

3) Bids, complete in all respects, alongwith the Earnest Money / Bid Security in the form of "Demand Draft" in favor of "GAIL (INDIA) LIMITED", payable at "STATE BANK OF INDIA [Branch: Nanpura, Surat, Bank Coe-01388]" only, should reach the office of " Chief Manager [C&P], GAIL (India) Limited, Ichhapur Magdalla Road, P.O. ONGCL Nagar, Hazira, Dist Surat (Gujarat)- 394518", on or before the "LAST DATE & TIME FOR SUBMISSION OF BID". FAX / TELEGRAPHIC / E-MAIL BIDS SHALL BE REJECTED. BIDS RECEIVED BEYOND THE "LAST DATE & TIME FOR SUBMISSION OF BID" SHALL ALSO BE REJECTED.

4) The rates / prices shall be filled in both 'figures' and 'words'. The Bidder should quote in English both in 'figures' as well as in 'words' the rates and amounts tendered by him in the "Schedule of Rates [SOR]" of Tender Document.

5) Bidders are requested to quote the rates without considering any applicable taxes. Taxes shall be extra as applicable at the time of 'Sale', and to be borne by the Bidder.

6) It will be considered that, [a] the Tender Documents have been fully read and understood by the Bidders, and [b] the Bidders have duly visited the worksite, irrespective of the fact whether they have done so or not, and any claim on this account shall not be entertained at a later date.

7) GAIL reserves the right to accept or reject any or all Tenders received without assigning any reason, whatsoever.

8) Copy of this Tender Document is available at GAIL, Gandhar and GAIL's website [www.gailonline.com] for reference.

9) Documents required as per enclosure list F - 2 must be duly attested by Notary Public, failing which bids can be rejected and not consider for any evaluation.

PLEASE NOTE THAT THIS IS NOT AN ORDER

Thanking You,

Yours faithfully,
For & on behalf of
GAIL (India) Limited

(Wilson John)
Officer (C&P)

GAIL (INDIA) LIMITED

[A Government of India Undertaking]

ICHHAPUR MAGDALLA ROAD,
P.O. O.N.G.C.L. NAGAR
HAZIRA, DIST: SURAT
GUJARAT
PIN – 394 518

TENDER NO. GAIL/HZR/C&P/DISPOSAL/SCRAP/02/07-08

TENDER DOCUMENT

FOR

DISPOSAL OF
UNSERVICEABLE SCRAP-ITEMS,
LYING AT GAIL (INDIA) LIMITED, HAZIRA, Dist: SURAT

☛ **Note: This "Tender Document" is to be Signed & Stamped on Each Page and to be Submitted alongwith the Offer/Bid**

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SECTION-I

GENERAL TERMS & CONDITIONS

GENERAL TERMS & CONDITIONS

1.0 SCOPE OF BID

1.1 The Owner, i.e. GAIL (India) Limited, having its registered office at "16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110 066", wishes to receive bids for disposal of items as listed in "Schedule of Rates [SOR]" at 'Section-V' of this Tender Document. GAIL (India) Limited shall be hereinafter referred to as "GAIL / Owner" and the successful bidder [i.e., the bidder in whose favor the "Sale Order" may be awarded] shall hereinafter be referred to as the "Buyer / Purchaser".

1.2 Throughout the Tender Document, the terms 'bid' and 'tender' and their derivatives [bidder / tenderer, bid / tender, bidding/tendering, etc.] are synonymous, and 'day' means 'calendar-day'. 'Singular' also means 'plural'.

1.3 If bidders wish to send their quotations through courier or mail, they will do so solely at their own risk, and GAIL (India) Limited will not be responsible for any loss in transit or delay.

1.4 Incomplete Tender or Tenders submitted with qualifying conditions at variance with the terms and conditions of Tender are liable to be summarily rejected.

1.5 In the event of GAIL's office remaining closed on the day of opening of the Tender for any unforeseen reason, the Tender shall be received and opened on the next working day in the presence of such bidders who may like to be present during the same. GAIL (India) Limited shall not entertain any complaint as to the fact that the bidders were not aware of the exact next working day and it is the responsibility of the bidders to ascertain such details.

2.0 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid, and GAIL (India) Limited will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.0 SITE VISIT

3.1 The bidder is advised to visit and examine the items under disposal and obtain for itself, on its own responsibility, all information that may be necessary for preparing the bid. The costs of visiting the site shall be borne by the bidder.

3.2 The bidder may conduct a site-visit on any working day [within the Period of Sale of Tender Document] prior to submission of bid to assess the conditions of items under disposal.

4.0 CLARIFICATION OF BIDDING DOCUMENTS

4.1 A prospective bidder requiring any clarification(s) of the Bidding Documents may notify GAIL (India) Limited in writing or by fax or e-mail at GAIL's mailing address indicated in the "RFQ" not later than seven (07) days prior to the "Pre-Bid Conference [PBC]" for discussion. Clarifications shall be communicated during the scheduled 'PBC'. GAIL (India) Limited may, if deemed appropriate, respond in writing to the request for clarification. Written copies of GAIL's response [including an explanation of the query, but without identifying the source of the query] will be sent to all prospective bidders who have received the Bidding Documents, and shall also be out up on GAIL's website [www.gailonline.com]. Any clarification or information required by bidder but same not received by Owner seven (07) days prior to the 'PBC', is liable to be considered as "no clarification / information required".

4.2 All questions / queries should be referred to GAIL (India) Limited on or before the scheduled date of 'PBC'. The questions / queries received by GAIL (India) Limited prior to 'PBC' will be addressed in the 'PBC', and no separate communication will be sent to bidders.

5.0 AMENDMENT OF BIDDING DOCUMENTS

5.1 At any time prior to the 'Bid Due Date', GAIL (India) Limited may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents.

5.2 The amendment(s) will be notified in writing or by fax / e-mail to all prospective bidders at the address, fax no., e-mail ID provided by the bidders, who have received the Bidding Documents and will be binding on them.

5.3 In order to afford prospective bidders, reasonable time in which to take the amendment(s) into account in preparing their bids, GAIL (India) Limited may, at its discretion, extend the 'Bid Due Date'.

6.0 BID PRICES & COMPARISON OF BIDS / EVALUATION CRITERIA

6.1 Prices must be filled in the format for "Schedule of Rates [SOR]" only – enclosed as "Section-V" to this Tender Document. If quoted in separately-typed sheets and any variation in 'item-description', 'unit of measurement' or 'quantity' is noticed; the bid shall be liable for rejection.

6.2 Bidders are requested to quote the rates without considering any applicable taxes. Taxes shall be extra as applicable at the time of sale, and to be borne by the bidder.

6.3 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account for the items quoted by bidder.

6.4 The rates / prices shall be filled in both 'figures' and 'words'. The bidder should quote in English, both in 'figures' as well as in 'words', the rates and amounts tendered by him in the "Schedule of Rates" of Tender submitted by the Contractor for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in 'figures' and in 'words'. The tendered amount for the work shall be entered in the Tender and duly signed by the bidder. If some discrepancies are found between the rates in 'figures' and 'words' or the 'amount' shown in the Tender, the following procedure shall be followed:

(a) When there is difference between the 'rates' in 'figures' and 'words', the 'rate' which corresponds to the 'amount' worked out by the bidder shall be taken as correct.

(b) When the 'rate' quoted by the bidder in 'figures' and 'words' tally but the 'amount' is incorrect the 'rate' quoted by the bidder shall be taken as correct.

(c) When it is not possible to ascertain the correct 'rate' by either of above methods, the 'rate' quoted in 'words' shall be taken as correct.

Note: Cutting / overwriting shall be avoided and if occurs all corrections / overwriting shall be signed and authenticated by the bidder or by his authorized signatory without fail.

6.5 Alternative bids shall not be considered.

6.6 **"Order for Sale" shall be finalized 'Item-wise' and based on "highest quoted rate by the bidder(s)".**

7.0 BID VALIDITY

7.1 Bids shall be kept valid for a period of 'three (03) months' from the final 'Bid Due Date'. A bid valid for a shorter period may be rejected by GAIL (India) Limited as non-responsive.

7.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period'. GAIL (India) Limited may request that the bidders extend the 'Period of Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his 'Earnest Money / Bid Security'.

8.0 DOCUMENTS COMPRISING THE BID

Bids are to be submitted in sealed envelopes, superscribed with the 'Tender No.', 'Due Date of Bid Opening' and 'Bidder's Name & Address' as per the details mentioned below at sub-Clause-8.1.

8.1 The bid prepared by the bidder shall comprise of the following documents [which are to be submitted alongwith the bid]:

(a) 'Bidder's General Information', as per 'Format F-1'

(b) 'List of Enclosures', as per 'Format F-2'

(c) 'Letter of Authority' in favor of any one or two of bidder's representative having authority to attend bid opening on specified dates and venue, as per 'Format F-3'.

(d) Proof of identity, like copy of Voter's Identity Card / Passport, etc. must be submitted alongwith the bid.

(e) 'Earnest Money / Bid Security' of requisite amount, as per provisions of Tender Document.

(f) 'Schedule of Rates' [at Section-V of Tender Document] duly filled in, signed and stamped on each page. In case of any correction, bidder must put his signature and his stamp.

(g) Any other information / details / document required as per Tender Document.

Note: All pages of the bid to be signed and sealed by authorized person of the bidder.

8.2 Each bidder shall submit only 'one (01) bid'. A bidder who submits more than 'one (01) bid' shall be rejected.

8.3 The quotation must be made for individual items as mentioned in "SOR". Any deviation from the same will not be accepted.

9.0 DEADLINE FOR SUBMISSION OF BIDS

9.1 Bids must be received by GAIL (India) Limited at the address specified in the "Request For Quotation [RFQ]", and not later than the date and time stipulated in the "RFQ".

9.2 GAIL (India) Limited may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the Bid Documents, extend the deadline for submission of bids, in which case all rights and obligations of GAIL (India) Limited and the bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended.

10.0 LATE-BIDS

Any bid received by GAIL (India) Limited after the deadline for submission of bids prescribed in the "RFQ", will be rejected and returned "un-opened" to the bidder after finalization of the Tender for award.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS

11.1 The bidder may modify or withdraw his bid after the bid submission but before the due date for submission, provided that written notice of the modification / withdrawal is received by GAIL (India) Limited prior to the deadline for submission of bids.

11.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause-8.0 above, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by e-mail or telex or cable, but followed by a signed confirmation copy post-marked not later than the deadline for submission of bids.

11.3 No bid shall be allowed to be modified after the deadline for submission of bids.

11.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the 'Period of Bid Validity' specified above at Clause-7.0 of this 'Section-II'. Withdrawal of a bid during this interval shall result in the forfeiture of the bidder's 'Bid Security'.

12.0 BID OPENING

Bids shall be opened in presence of bidders' designated representative(s) [maximum, two (02) representatives per bidder] who choose to attend on the date and time mentioned in the "RFQ". The bidders' representative(s) must furnish appropriate 'authorization letter' [from the 'authorized signatory' of the bid] for attending the bid-opening, and shall sign a 'Bid-Opening Register' evidencing their attendance.

13.0 PROCESS TO BE CONFIDENTIAL

Information relating to examination, clarification, evaluation, and comparison of bids, and recommendations for award, shall not be disclosed to bidders or any other persons officially concerned with such process. Any effort by a bidder to influence the Owner's towards processing of bids or award or any other decisions may result in the rejection of the bidder's bid.

14.0 CONTACTING THE OWNER/GAIL

From the time of bid-opening to the time of award of Contract, if any bidder wishes to contact the Owner on any matter related to the bid, it should do so in writing. Any effort by the bidder to influence the Owner in the Owner's bid-evaluation, bid-comparison, or award or any other decisions may result in the rejection of the bidder's bid.

15.0 CORRECTION OF ERRORS

15.1 Bids determined to be substantially responsive will be checked by the Owner for any 'arithmetic errors'.

Errors will be corrected by the Owner as follows:

The rates / prices shall be filled in both 'figures' and 'words'. The bidder should quote in English, both in 'figures' as well as in 'words', the rates and amounts tendered by him in the "Schedule of Rates [SOR]" of Tender submitted by the Contractor for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in 'figures' and in 'words'. The tendered amount for the work shall be entered in the Tender and duly signed by the bidder. If some discrepancies are found between the rates in 'figures' and 'words' or the 'amount' shown in the Tender, the following procedure shall be followed:

(a) When there is difference between the 'rates' in 'figures' and 'words', the 'rate' which corresponds to the 'amount' worked out by the bidder shall be taken as correct.

(b) When the 'rate' quoted by the bidder in 'figures' and 'words' tally but the 'amount' is incorrect the 'rate'

quoted by the bidder shall be taken as correct.

(c) When it is not possible to ascertain the correct 'rate' by either of above methods, the 'rate' quoted in 'words' shall be taken as correct.

Note: Cutting / overwriting shall be avoided and if occurs all corrections / overwriting shall be signed and authenticated by the bidder or by his authorized signatory without fail.

15.2 The amount stated in the bid will be adjusted by the Owner in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the 'Bid Security' shall be forfeited.

16.0 GAIL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

16.1 GAIL (India) Limited reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award [of Sale Order], without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for GAIL's action.

16.2 The bidder should thoroughly satisfy themselves about the nature, specifications, conditions and quality of the materials and their working conditions before submission of bids. GAIL (India) Limited gives no guarantee or warranty as to the condition of the materials or its quality or its fitness for any specific purpose or use. It should be clearly understood that no claim / complaint about the quality, specifications, quantity and conditions / fitness for the use shall be entertained by GAIL (India) Limited.

17.0 EARNEST MONEY DEPOSIT/SECURITY DEPOSIT

17.1 Bid must be accompanied with 'Earnest Money / Bid Security' of "Rs. 5,000.00". The same should be in the form of "Demand Draft / Banker's Cheque" in favor of "GAIL (INDIA) LIMITED", payable at "STATE BANK OF INDIA [Branch: Nanpura, Surat, Gujarat, Bank Code: 01388]" only.

No interest will be payable on the Earnest Money Deposit/Security Deposit.

17.2 'Earnest Money/Bid Security' in any form other than Demand Draft / Banker's Cheque shall not be entertained.

17.3 In case of unsuccessful bidders, the 'Earnest Money / Bid Security' will be refunded after the expiry of the bid-validity or earlier at the discretion of GAIL (India) Limited.

17.4 In case the Tender is accepted and after the receipt of the due payments towards full value of the materials including taxes [as the case may be] as per the payment terms stipulated elsewhere in the Tender Document, the 'Earnest Money / Bid Security' of successful bidder shall be automatically converted into 'Security Deposit'. In case the Tender is accepted and the bidder / buyer refuses / fails to make further financial arrangements towards the full value of materials including taxes as stipulated in the Tender Document, the 'Earnest Money / Bid Security' shall be forfeited.

17.5 No interest is payable by GAIL (India) Limited on the 'Earnest Money / Bid Security'. The 'Security Deposit' is refundable to the Buyer only on fulfillment of all contractual obligations to the satisfaction of GAIL's representative whose certificate in this regard shall be final and binding on the Buyer.

18.0 SALE ORDER

The Contract shall be treated as having been entered into as soon as "Letter of Acceptance" / "Sale Order" is issued by GAIL (India) Limited to the successful bidder / Buyer. The Contract shall be deemed to be completed as soon as the material will be lifted from GAIL's premises and area is cleared by the Buyer.

19.0 PAYMENTS

19.1 The total cost of each lot of materials / items alongwith all applicable taxes must be paid by the Buyer within **'one [01] month'** from the date of issue of "Sale Order" On receipt of full payment, "Delivery Order" shall be released for lifting material.

19.2 Basic material-value [on which "Sale Order" has been issued], including taxes and other applicable charges must be paid by Demand Draft / Banker's Cheque in favor of "GAIL (India) Limited", payable at "STATE BANK OF INDIA [Branch: Nanpura, Surat, Gujarat, Bank Code: 01388]"only, as will be specified in "Sale Order".

20.0 TAXES & DUTIES

20.1 All statutory taxes, duties [if applicable on the date of actual removal / lifting of materials by Buyer], entailing on the transaction under any provincial, local or central taxes in force for the time being or enforced hereafter having its impact on the transaction, will be to Buyer's account and shall be deposited by him alongwith cost of the material.

20.2 Whatever rate of taxes, etc., if any, is assessed / applicable on the date of actual removal / lifting of materials shall be paid by the Buyer.

20.3 Buyer will be responsible for complying with the provisions of the "Central" and "State Sales Tax Act" of concerned State and the Rules framed there under and also by the order of instruction issued in this behalf by the appropriate authority.

20.4 Bidders must attach a copy of Registration of Central / State Sales Tax Registration No. / TIN [Tax Identification No.] alongwith the bids, and must mention CST / State Sales Tax No. / TIN in 'Format: F-2' provided under 'Section-VI' of this Tender Document.

20.5 Buyer wishing to avail of Sales Tax Concession against Concessional Forms issued by Statutory Authority may note the following points:

[a] Every "Declaration Form" should contain "Registration No." of the Dealer.

[b] "Sales Tax Declaration Form" should be properly and duly filled up by the dealer legibly without any cutting / over-writing.

[c] "Registration Certificate" should be produced as and when demanded by GAIL / Owner.

[d] Items for which "Sales Tax Declaration Form" is issued are covered by the "Registration Certificate". Items should be clearly mentioned on the form.

[e] "Sales Tax Form", complete in all respects as above, should be submitted along with the material value payment. Any delay in submission of the same will not be accepted, and full tax shall be deposited by the Buyer in such cases.

21.0 INCOME TAX

21.1 Applicable Income Tax [including surcharge] shall be chargeable from the Buyer.

21.2 Bidders must submit a copy of PAN at the time of submission of bid and must mention PAN in 'Format: F-1 & F-2' provided under 'Section-VI' of this Tender Document.

22.0 DEFAULT IN PAYMENT BY THE BUYER

Successful bidder / Buyer shall have to make payment within **'one (01) month'** from the date of "Sale Order" as specified at Clause No. 19.0 above. In case of default in payment within the specified time-limits, the payment shall be made together with additional charges @1/2% per week or part thereof on the due amount for the period of delay, subject to maximum two (02) months from the date of "Sale Order". Otherwise, "Sale Order" will be cancelled and "Bid Security" submitted by bidder shall be forfeited. However, GAIL (India) Limited reserves the right not to accept the payment with or without the additional charges after the expiry of the above mentioned time-limits at its sole discretion.

23.0 DEFAULTS IN LIFTING BY THE BUYER

The successful bidder / Buyer is supposed to lift the sold material within **"one (01) month [Free Delivery Period]"** from the date of issue of "Delivery Order". In case of any default in lifting the materials by the Buyer within the specified time-limits, the un-lifted material may be lifted subject to payment of ground-rent for the period of delay beyond the specified "Free Delivery Period". In case of goods sold on lot-basis, the ground-rent will be payable @1/2% per week of delay, on the value of the entire lot, even if lifted in parts, subject to maximum two (02) months from the date of "Delivery Order". Whereas, in case of goods sold on unit / number-basis, the ground-rent will be payable @1/2% per week or part thereof, on the value of the un-lifted quantity, subject to maximum two (02) months from the date of "Delivery Order". Otherwise, "Delivery Order" will be cancelled and "Bid Security" submitted by bidder shall be forfeited. However, it will be the sole discretion of Owner not to allow the Buyer to lift the material with or without the ground-rent after expiry of the stipulated "Free Delivery Period".

24.0 DELIVERY ORDER & DELIVERY OF MATERIAL

24.1 After receipt of full payments towards material-value [including all taxes, duties and any other charges (if any)] against "Sale Order", the "Delivery Order" will be issued to the successful bidder / Buyer. The successful bidder / Buyer will have to lift the entire material within time-period specified in the "Delivery Order".

24.2 The Buyer shall lift all the materials lying in the lot [as quoted by the bidder] on employing their own labor and transport and at their own risk & cost from the area allotted to them within the stipulated time-period. The Buyer shall lift the material only from the lots / site-space as may be earmarked / demarcated by GAIL (India) Limited which shall be final and binding on the Buyer, and they shall observe all rules and regulations and working-hours as may be fixed by GAIL (India) Limited. The Buyer shall follow the procedure of taking the material out of the Owner's premises, like seeking permission for entry of vehicle, labor, crane, etc, signing of gate-passes in acknowledgement of receipt of material, weighment of scrap [if required], and any other instructions given by GAIL-representative. The Buyer shall note that no lifting will be allowed on holidays and beyond office-hours.

24.3 The Buyer shall ensure that the vehicles deputed for lifting of material should report for loading in early hours, i.e. between '10.00 AM & 11.00 AM', in such a manner that requisite / adequate time is available for loading and vehicles are released before closing of working-hours. No loading shall be permitted during lunch-hours. The vehicles / cranes being deployed for lifting the material from GAIL's Plant area, must be meeting the following criteria:

(a) Batteries must be in covered condition
(b) Hand-Brake must be in working condition
(c) Tyres must be in good condition
(d) There shall not be any loose wiring / slings / hooks.
(e) Valid Driving License of Driver
(f) Fitness Certificate of the vehicle
(g) RC-book for the vehicle

24.4 The material will have to be removed on **"AS IS WHERE IS" BASIS** at the Buyer's own cost and expenses. No processing / cutting will be permitted inside GAIL's premises. The Buyer shall not be provided with any manpower or equipments including cranes, vehicles or any other facilities by GAIL (India) Limited. The Buyer has to arrange for any of these at their own risk and cost, and they shall take prior permission from GAIL (India) Limited for this purpose. While removing one lot, the other lots should not be disturbed / damaged. No segregation of material from the lot will be allowed.

24.5 The locations where the lots are lying are one of the areas of active work of GAIL (India) Limited. Under no circumstances, the operation of the Buyer shall interrupt / interfere / hamper normal operation of the Owner. Further the Buyer shall not indulge in any act which could interface with Owner's Plant / installation.

24.6 If any damage or loss is caused to the employees or the property of the Owner or if any; claims are made against GAIL (India) Limited by reason of any acts of commission or negligence on the part of the Buyer or on the part of their Agents, representatives or employees, GAIL (India) Limited shall be entitled to recover such losses or damages or claim as may be ascertained by Owner [which ascertainment shall be final and binding on Buyer] from any amount due to the Buyer, including the advance made or to be made by the Buyer as the "Bid Security" / "Security Deposit" [as the case may be] without prejudice to GAIL's rights to take further action under the Contract as well as recover such losses, damages or claim from any other money due or becoming due under any other transaction with GAIL (India) Limited or from the Buyer directly.

24.7 The Buyer shall follow the Owner's procedure in regard to the issue of gate-passes for taking the materials out of the Owner's works / premises. For the above purpose the Buyer shall use only their trucks / vehicles / cranes having **"Area-Passes"** recommended by the Owner and issued by an appropriate authority.

24.8 All the motor-trucks / tractors / trailers / cranes and other material handling equipment of the Buyer shall be duly registered, taxes paid properly and otherwise properly maintained in accordance with "Motor Vehicles Act" or Rules or any other Acts, Rules in force.

24.9 The Owner shall allow reasonable number of the Buyer's authorized representatives / workers / trucks at the sole discretion of the Owner for entering into the work-site for the purpose of removal / lifting & transportation of the materials. Owner shall have the right to ban entry of a Buyer's representative / worker / truck / material handling equipment, etc. without assigning any reason, and which shall be at the sole discretion of the Owner.

24.10 The Buyer will have to fulfill the safety rules, security rules and be governed by the rules under the "Factories Act", etc, for the representatives of the Buyer prevailing from time to time. The Buyer shall supply safety-equipments and appliances to his workers at their own cost at the time of lifting of scrap materials.

24.11 The Buyer shall be fully responsible for the actions of his representatives / workers and shall fully indemnify GAIL (India) Limited for losses / damages sustained by GAIL. GAIL (India) Limited will not be responsible for any claim from labor employed by the Buyer during material-lifting or while entering into Plant-area for lifting of scrap materials. The Buyer shall wholly and fully be responsible for such claim for compensation either or accident or injury / death or damage, caused during operation to their employees transport or to any of the Owner's employees or to others or to the Owner's property.

24.12 The Buyer or any of their authorized representatives / workers / agents shall not indulge in any activity which is directly or indirectly prejudicial to GAIL's interest or shall not commit any act or a misappropriation, pilferage or abetting misappropriation or pilferage of Owner's property or any attempt thereof to offer or attempt offer illegal gratifications including offering bribe, reward or advantage, etc., pecuniary or otherwise to any officer or employees of GAIL (India) Limited. Indulge in any malpractice namely but not limited to forgery, falsification or fabrication of documents, bills, voucher, indents, etc., in support or any claim against GAIL (India) Limited for any reduction thereof in connection with work of GAIL (India) Limited or indulge in any other act which amounts to an offence punishable under the 'Indian Penal Code' or any other enactment.

24.13 The Buyer shall abide by the "Central / State Labour Legislation" as may be applicable from time to time. It shall be the responsibility of the Buyer to provide necessary insurance cover to his workers / labors as may be required under the law during working inside Plant-area.

25.0 REMOVAL OF MATERIALS

25.1 Dismantling and transportation of the goods shall be the responsibility of the Buyer at his own risk and cost, taking all safety precautions.

25.2 Buyer will arrange to remove the materials sold to him and clear the site within the stipulated time-period mentioned in "Delivery Order".

25.3 If at any time, after the "Sale Order" has been issued, Owner wants to retain any item(s) for purpose of running the Plant, Buyer should agree to it and necessary deduction will be made from the "Sale Order" value, as per Owner's assessment which shall be binding on the Buyer.

25.4 Normally dispatch of material is allowed only by road. The vehicle deployed by Buyer shall be weighed at Owner's weighbridge for unladen weight and after loading the vehicle shall be weighed for 'laden weight' to arrive at the proper weight of the scrap, wherever required.

25.5 Owner or its authorized representatives shall have the right to stop dismantling and loading of the materials if they feel that the Buyer or his representative are not following the instructions given to them, or the job is not carried out in accordance with the provisions of the Contract.

25.6 Dismantling / removal of materials on "pick & choose" basis shall not be allowed.

25.7 No material will be allowed to go out after 5.00 PM on weekdays. Similarly, no material will be allowed to go out on 'Sundays' and 'Holidays'.

25.8 Buyer shall not be allowed to store the material on the roadsides which may block traffic or cause inconveniences to the working of GAIL-personnel.

25.9 The time schedule and sequence of removal of the material, prepared jointly by the Owner and the Buyer, shall have to be strictly adhered to.

25.10 Buyer shall not be entitled to resell any "materials / equipments / items" out of the goods sold to him while these goods are lying within the premises of Owner. No delivery of material would be affected by the Owner to any persons other than the Buyer or his authorized representative.

25.11 Buyer shall comply with all security and statutory provisions as applicable.

26.0 ENGAGEMENT OF LABOR

26.1 The recruitment of labor should generally be in accordance with the "Labour Laws" of the Government.

26.2 The entry of the employees of the Buyer shall be regulated through the valid gate passes issued by the CISF on the recommendations of GAIL's representative. All rules enforced from time to time in this respect shall have to be followed by the Buyer.

26.3 In case of any dispute on account of payment of wages, etc. to the labor engaged by the Buyer, Owner will have right to intervene in the issue and go through the 'wage/pay-register' of the Buyer, if necessary, to resolve the dispute.

26.4 Buyer shall have to follow all other statutory obligations from time to time as per "Labour Laws" of the State.

27.0 SAFETY

27.1 No work of dismantling will be allowed unless a valid safety-permit for the particular job / section is issued by an authorized representative of GAIL (India) Limited, duly countersigned by the representative of Owner's Safety Department.

27.2 The Buyer's supervisor in whose name the safety-permit is issued shall be responsible to supervise the job in person, ensure its smooth performance and his presence at site during the work shall be deemed compulsory. The safety-permits are to be renewed daily before starting the job and after completion of the specific job for which safety-permit has been issued, the same [i.e. the safety-permit] has to be returned to the authorized representative of the Owner.

27.3 The Buyers shall follow safety instructions as per 'Safety Permit' issued to him and other safety regulations of Owner / State Government and will ensure that no accident or damage to either man or machine inside the GAIL premises takes place. Any loss / accident on this score will be dealt in accordance with the "Factory Rules" and Buyer shall be responsible for the same.

27.4 Any loss / damage caused to the property of the Owner has to be made good by the Buyer at their own risk and cost, as per the assessment of the Committee constituted by the Owner, whose decision shall be final and binding on the Buyer.

28. 0 QUALITY, QUANTITY AND SECURITY OF SOLD MATERIAL

28.1 The materials / goods will be sold on **"AS IS WHERE IS" BASIS** so far as the physical condition of the same is concerned. That is to say, the bidder(s) will be deemed to have made themselves aware of the physical conditions, dimensions, size, weight, working conditions, etc. by inspecting the material before submitting their bid and no complaint / claim in this regard will be entertained by GAIL (India) Limited after the submission of the same.

28.2 Bidders may quote for all or any of the lots mentioned in the "SOR", but no quotation for part quantity of material in any particular lot will be accepted.

28.3 Where goods are sold on lot-basis and not by 'unit weight / number' basis, the entire material lying in the lot will have to be lifted by the Buyer so as to clear the entire lot. The quantity, if indicated in such cases against the respective lots, are purely indicative and GAIL (India) Limited shall not entertain any claim / complaint from the Buyer for any deficiency in quantity / quality / size / dimension or for refund of the whole or any part of the purchase money or loss of profit or interest / damages or otherwise.

28.4 Where the goods are sold by "unit" i.e. 'weight' or 'number' and not on the basis of "lot", the quantity indicated in such cases against the respective lots are purely indicative which in actual may turn out, to be more or less than the indicated quantity after duly completing the lifting by the Buyer, the Buyer shall not be entitled to claim any damages, loss of interest or compensation on any other account, but shall be entitles to proportionate refund only.

28.5 GAIL (India) Limited reserves the right to accept or withdraw from sale the material offered for sale in full or part thereof prior to or after the acceptance of the Tender without assigning any reason whatsoever. In such an event the payment, if any, deposited by Buyer / Purchaser shall be refunded by GAIL (India) Limited in due course of time without interest, and thereafter no liability / complaint whatsoever shall be entertained by GAIL.

28.6 GAIL (India) Limited reserves the right to accept or reject the "highest tender" without assigning any reason and the Contract of any or all the lots may be allotted by GAIL to one or more that one bidder as GAIL may deem fit, and no claim / complaint in this regard will be entertained by GAIL (India) Limited.

29.0 TERMINATION/BREACH OF CONTRACT

In the event of Bidder's failure to fulfill any of the Tender obligations, including non payment and does not lift the contracted materials under this Agreement, GAIL shall have the full liberty to do any or all of the following:

[a] Cancel the Contract with immediate effect for none payment and for not taking delivery of the materials under the Contract by the Bidders as on the date. Under such circumstances the "Security Deposit" and or the "EMD" [Lot-wise, as the case may be] shall be forfeited.

AND / OR

[b] Retain and/or adjust / recover from Buyer's any amount lying with GAIL (India) Limited to the Buyer's credit either under this Contract or any other Contract or which may at any time become payable / refundable to the Buyer either under this Contract or any other Contract, the amount of losses or damages or claim that might be incurred by GAIL (India) Limited in selling the materials under the Contract not taken delivery of by the Buyer at Buyer's risk and cost. Even after such recovery / adjustment by GAIL from Buyer any amount as mentioned above lying with GAIL, if any further amount is still found payable / refundable by the bidder, the Buyer shall pay the same to GAIL (India) Limited on demand without any objection or demurrage. The decision of GAIL in regard to the actual losses incurred by GAIL including the reasonableness of the rate at which GAIL decides, the decision of GAIL shall be final and binding on the Buyer. Provided no loss is incurred by GAIL (India) Limited, the Buyer shall only be entitled to the refund of the amount retained by GAIL by way of advance payment towards the undelivered stores without any interest there on but not other amount.

30.0 FORCE MAJEURE

Buyer shall lift the materials as per "Delivery Order" and shall not be allowed to lift beyond the stipulated time except for the reason of cause beyond their control including fires, floods, strikes, lock-out, closure, pestilence, war, riots, epidemics, Government action, civil commotion. In such an event, GAIL (India) Limited shall at the sole discretion can extend the time of performance by the period as may be necessary to enable either party to effect performance after the cause of delay.

31.0 ARBITRATION

31.1 All disputes, controversies, or claims between the parties [except in matters where the decision of the "Executive-in-Charge" is deemed to be final and binding] which cannot be resolved mutually in reasonable time shall be referred to Arbitration by Sole Arbitrator.

31.2 The Owner, "GAIL (India) Limited", shall suggest a panel of three independent and distinguished persons to the other party [Bidder / Buyer, as the case may be] to select any one among them to act as the Sole Arbitrator.

31.3 In the event of failure of the other party to select the Sole Arbitrator within thirty [30] days from the receipt of the communication suggesting the panel of Arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the Owner shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Owner on the appointment of Sole Arbitrator shall be final & binding on the parties.

31.4 The award of the 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. The Arbitration proceeding shall be in English language and the venue shall be at 'New Delhi'.

31.5 Subject to the above, the provisions of "(India) Arbitration & Conciliation Act 1996" and the rules framed there under shall be applicable. All matters relating to this Contract are subject to the exclusive jurisdiction to the Courts situated at 'New Delhi'.

31.6 Bidders / Buyers 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 15th December, 1976.

32.0 JURISDICTION

The Contract shall be governed by and construed according to the laws in force in India. The buyer hereby submits to the jurisdiction of the Courts situated at New Delhi.

33.0 GENERAL

33.1 GAIL (India) Limited shall have the right to issue 'addendum' to Tender Documents to clarify, amend, modify supplement or delete any of the conditions, clauses or items stated. 'Addendum' so issued shall form part of the original invitation to the Tender.

33.2 In case Offer is not accepted, the bidder shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the bidders through or in connection with the submission of the offer even though GAIL (India) Limited may elect to withdraw the invitation to Tender.

33.3 The bidders are required to submit their Offers only in the space provided for the purpose, i.e. in "SOR" attached with the Tender. GAIL (India) Limited shall not be responsible for rates quoted by bidders at any; other place being missed out during Tender-opening. No representation in this regard shall be entertained by GAIL (India) Limited for such Tenders.

33.4 In case of tie [same rate quoted by two or more bidders] in quotations of a particular lot, the decision to accept / reject any/all of the quotation(s) shall be reserved with GAIL (India) Limited.

33.5 The decision of GAIL (India) Limited in the matter arising out of this sale shall be final in regard to all matters relating to the Contract.

33.6 **Bidders must ensure the following while submitting their tenders/offers/bids:**

[a] That every page of Tender Document is duly signed and stamped by the bidder [or his authorized signatory of the bid] before submitting the Tender including any amendment / addendum / corrigendum.

[b] That all cases, rates quoted against individual item / lot is/are invariably quoted in 'figures' and in 'words' as well.

[c] That all alterations, erasure(s) and/or overwriting, if any in the "SOR" are duly authenticated by the bidder's signature.

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SECTION-II

SPECIAL CONDITIONS

SPECIAL CONDITIONS

1.0 IMPORTANT NOTE TO ALL BIDDERS

1.1 **Returned/Undelivered Mail:**

The bidders must write their complete postal address correctly and legibly [preferably in "Bold Capital letters"] so that the Sale Acceptance Letters / Sale Order(s) or the EMD-refunds are made correctly, GAIL (India) Limited shall not be responsible for either delay or non-delivery of Sale Order(s) / Cheque(s) / Draft(s) due to wrong or illegible / incomplete address given in the Tender Document.

In case the Sale Order(s) / Cheque(s) / Draft(s) are returned by the postal authorities / courier service to GAIL (India) Limited undelivered with any remarks such as "addressee not found", "incomplete address", "wrong address", "shop closed", "No such Firm exists at this address", or likewise, then it shall be viewed very seriously and, therefore, such Cheques / Drafts / Sale Orders shall be lying in GAIL-office at the sole risk and responsibility of the bidders. However, GAIL (India) Limited may at its sole discretion and on written request of Bidders, again send the undelivered letter / Sale Order(s) / EMD Cheques / Drafts to the addressee [without changing the text].

2.0 E-PAYMENT

GAIL (India) Limited has initiated payments to Contractors electronically towards refund of 'Earnest Money' or 'Security Deposit' as the case may be and to facilitate the payments electronically, the bidder should have an account with "HDFC Bank" or "ICICI Bank" or "State Bank of India". For the purpose of same, bidders are requested to refer "Proforma-1" & "Proforma-2" attached with this Tender Document [under Section-VI] and furnish their e-banking account details.

3.0 ZERO DEVIATION & REJECTION CRITERIA

3.1 **"Zero-Deviation" Tender:** Please note this "RFQ / Tender Enquiry" is on "zero-deviation" basis. GAIL (India) Limited will accept bids based on terms and conditions of "RFQ / Tender Enquiry" only. Deviation to terms and conditions of "RFQ / Tender Enquiry" may lead to rejection of bid. Bidder may note GAIL will determine the substantial responsiveness of each bid to the Bidding Documents. For the purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GAIL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non-responsive will be rejected by GAIL (India) Limited, and may not subsequently be made responsive by bidder by correction of the non-conformity through queries / clarifications or any other means.

3.2 **"Rejection Criteria":** Deviation to the following Clauses of "Tender Enquiry" shall lead to rejection of bid:

(a) Firm Price
(b) Earnest Money / Bid Security
(c) Schedule of Rates [SOR] / Price Basis
(d) Duration / Period of Contract
(e) Period of Validity of Bid
(f) Arbitration / Jurisdiction of Court
(g) Force Majeure
(h) Registration with MOEF/CPCB if quoting for used oil and transformer oil

Further, it is once again reminded that bidders must not mention any condition in their bids which is contradictory to any term and/or condition of this "Tender Enquiry".

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SECTION-III

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Buyer(s) during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant Acts / Legislations.

2.0 REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

2.1 Buyer(s) shall ensure that the GAIL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level and at sites.

2.2 Non-conformance of 'HSE' by Buyer(s) [including sub-Buyer(s)] as brought out during review / audit by GAIL (India) Limited / external agency authorized by GAIL shall be complied by Buyer(s).

2.3 Buyer(s) shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance and continuous failure in implementation of any of 'HSE' provisions, GAIL (India) Limited may impose stoppage of all work and a suitable penalty for non-compliance in implementation of any HSE-provisions. The decision of imposing stoppage of work, its extent and monetary penalty shall rest with GAIL (India) Limited.

2.4 All fatal accidents and other personnel accidents shall be investigated by GAIL (India) Limited to find out the root cause, and the Buyer(s) shall extend all necessary help and cooperation in this regard. Recommended corrective and preventive actions of findings will be communicated to Buyer(s) for taking suitable actions [by the Buyer(s)] to avoid recurrence of such incidences.

2.5 Buyer(s) shall ensure that all their staffs and workers, including their sub-Buyer(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS-specifications or equivalent.

2.6 Buyer(s) shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.

2.7 All equipments should be tested and certified for its capacity before use.

2.8 Buyer(s) shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Wherever required, Buyer(s) shall ensure that only environment-friendly materials are used.

2.9 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous materials, substances and waste. Buyer(s) shall not dump, release or otherwise discharge of / dispose off any such material without prior authorization by GAIL (India) Limited.

2.10 The Buyer(s) should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals / explosive materials and its use and implement all precautions mentioned therein.

3.0 RELEVANT CODES FOR 'PERSONAL PROTECTIVE EQUIPMENTS'

IS: 2925-1984	Industrial Safety Helmets
IS: 47701-1968	Rubber Gloves for Electrical Purpose
IS: 6994-1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989-1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557-1969	Industrial & Safety Rubber Knee Boots
IS: 6519-1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226-1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983-1978	Eye Protectors
IS: 9167-1979	Ear Protectors
IS: 3521-1983	Industrial Safety Belts & Harnesses

4.0 The Buyer(s) will have to fulfill the safety rules, security rules and be governed by the rules under the "Factories Act", etc, for the representatives of the Buyer(s) prevailing from time to time. The Buyer(s) shall supply safety equipment & appliances to their workers at their own cost at the time of lifting of scrap materials.

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SECTION-IV

SCHEDULE OF RATES [SOR]

SCHEDULE OF RATES [SOR]

Sub: Tender No. GAIL/ HZR/C&P/DISPOSAL/SCRAP/02/07-08

Name of Bidder: M/s. _____

Sl. No.	Item-Description	Qty.	UoM	Unit Price	
				[in Figures]	[in Words]
01	M.S. Scrap (Including Pipes)	Lot	Kg.	Rs. _____	Rupees _____ _____
02	G.I. Scrap	Lot	Kg.	Rs. _____	Rupees _____ _____
03	Wooden Scrap	Lot	Kg.	Rs. _____	Rupees _____ _____
04	Filters	Lot	Lumpsum	Rs. _____	Rupees _____ _____

Place:

Date:

[Signature of Authorized Signatory of Bidder]
Name & Designation:

Seal:

Sub: Tender No. GAIL/ HZR/C&P/DISPOSAL/SCRAP/02/07-08

Name of Bidder: M/s.

Sl. No.	Item Description	Qty.	UoM	Unit Price	
				[in Figures]	[in Words]
05	Empty Oil Drums of 210 Ltr. Capacity	80	No.	Rs. _____	Rupees _____
06	Gen. Electric Scrap	Lot	Lumpsum	Rs. _____	Rupees _____
07	Plastic Scrap	Lot	Lumpsum	Rs. _____	Rupees _____

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name & Designation:
Seal:

Sub: Tender No. GAIL/ HZR/C&P/DISPOSAL/SCRAP/02/07-08

Name of Bidder: M/s.

Sl. No.	Item Description	Qty.	UoM	Unit Price	
				[in Figures]	[in Words]
08	Copper Scrap (Choke)/Motor/Copper Strips etc.)	Lot	Kg.	Rs. _____	Rupees _____
09	Aluminium Scrap (Junction Boxes etc.)	Lot	Kgs.	Rs. _____	Rupees _____
10	Air Conditioner (1.5 tonne)-Scrap	01	No.	Rs. _____	Rupees _____

Place:

[Signature of Authorized Signatory of Bidder]
Name & Designation:
Seal:

Date:

Sub: Tender No. GAIL/ HZR/C&P/DISPOSAL/SCRAP/02/07-08

Name of Bidder: M/s.

Sl. No.	Item Description	Qty.	UoM	Unit Price	
				[in Figures]	[in Words]
11	Batteries (Old & Used)	620	No.	Rs. _____	Rupees _____
12	UPS 140 KVA Panels (Old & Non functional)	09	No.	Rs. _____	Rupees _____

Place:

Date:

[Signature of Authorized Signatory of Bidder]
Name & Designation:
Seal:

Sub: Tender No. GAIL/ HZR/C&P/DISPOSAL/SCRAP/02/07-08

Name of Bidder: M/s. _____

Sl. No.	Item-Description	Qty.	UoM	Unit Price	
				[in Figures]	[in Words]
13	Electronic Scraps (Computer Monitors, CPU, Line Printers Flow Computers etc.)	Lot	Lumpsum	Rs. _____	Rupees _____

Place:

Date:

[Signature of Authorized Signatory of Bidder]
Name & Designation:

SECTION-V

FORMS AND FORMATS

FORM-[F1]

BIDDER'S GENERAL INFORMATION

[IT IS MANDATORY FOR ALL THE BIDDERS TO FILL UP THIS FORM, DULY SIGNED & STAMPED, AND TO BE SUBMITTED ALONGWITH THEIR BIDS]

To
GAIL (INDIA) LIMITED
HAZIRA (SURAT)

Sub: Tender No. GAIL/HZR/C&P/DISPOSAL/SCRAP/02/07-08 for "Disposal of " Scrap Materials lying at GAIL, Hazira

1. **Name of Bidder** _____

2. **Status of Bidder** Individual / Proprietorship / Partnership
   [Mark √ **]**

3. **Number of Years in Business** _____

4. **Registered Address** _____
   _____

5. **Operational Address [if different from above]** _____
   _____

6. **Telephone Number** _____
   [Area Code] [Number]

7. **E-mail Address** _____

8. **Tele-fax Number** _____
   [Area Code] [Number]

9. **PAN [Number]** _____
   [Enclose Copy of 'PAN Card']

10. **E-banking Details**
    Name of Bank: _____
    Account No: _____
    Branch Code: _____

    OR
    We confirm that Payments shall be received by "E-Banking" Only, through "State Bank of India" / "HDFC Bank" / "ICICI Bank" in case of Receipt of Order from GAIL.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:

FORM-[F2]

LIST OF ENCLOSURES

[IT IS MANDATORY FOR ALL THE BIDDERS TO FILL UP THIS FORM, DULY SIGNED & STAMPED, AND TO BE SUBMITTED ALONGWITH THEIR BIDS]

To,
GAIL (INDIA) LIMITED
HAZIRA (SURAT)

Sub: Tender No. GAIL/HZR/C&P/DISPOSAL/SCRAP/02/07-08 for "Disposal of " Scrap Materials lying at GAIL, Hazira

Dear Sir(s),

[A] WE ARE ENCLOSING THE FOLLOWING DOCUMENTS AS PART OF THE BID:

Sl. No.	Particulars	[Please Tick [✔] in the Appropriate Block]		Remarks [Details / Particulars]
		Submitted	Not Submitted	
1	Tender Fee of Rs. 500.00	☐	☐	DD / BC No._____; Date: _____
2	EMD of Appropriate Value	☐	☐	DD / BC No._____; Date: _____
3	Copy of PAN No.	☐	☐	PAN No._____
4	Copy of Voter's Identity Card OR Copy of Passport Number	☐ ☐	☐ ☐	Voter's ID Card No. _____ Passport No. _____
9	Copy of valid Sales Tax Registration No.	☐	☐	(a) Regn. No [TIN]: _____; Dated: _____ (b) CST Regn. No. _____; Dated: _____
10	Copy of Excise Registration Certificate [If applicable]	☐	☐	Registration [ECC] No: _____; Dated: _____

[B] I / WE HEREBY CONFIRM THE FOLLOWING:

Sl. No.	Description	CONFIRMED Please Tick [✔]
1	That every page of Tender Document is signed & stamped	☐
2	That in all cases, rates quoted against individual items / lot is/are invariably quoted In figures as well as in words	☐
3	That all alterations, erasure(s) and/or overwriting, if any in the SOR, are duly authenticated by the Bidder's signature	☐

4	That we have not taken any deviation / exception to any terms & conditions of the Tender Document	✔
5	That the rates quoted are without taxes and any other levies	☐
6	That the Price Quoted is Firm, and shall not vary during the entire duration of the Contract	☐

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

FORM-[F3]

LETTER OF AUTHORITY

[Proforma for Letter of Authority for Attending 'Pre-Tendering Conferences' / Opening of the bid (un-priced / price) / Negotiation']

Ref: **Date:**

To,
GAIL (INDIA) LIMITED,
HAZIRA (SURAT)

Sub: Tender No. GAIL/HZR/C&P/DISPOSAL/SCRAP/02/07-08 for "Disposal of " Scrap Materials lying at GAIL, Hazira

Dear Sir,
I / We, _____ hereby authorize the following representative(s) for attending any 'Negotiation' / 'Conference [Pre-tendering Conference]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

(1) Name & Designation _____ Signature _____

Phone / Cell:

Fax:

E-mail: …….. @ ……....

(2) Name & Designation _____ Signature _____

Phone / Cell:

Fax:

E-mail: …….. @ …….....

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Yours faithfully,

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

Note: This "Letter of Authority" should be on the letterhead of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than two [02] persons per Bidder are permitted to attend "PTC, Techno-commercial / Un-priced" & "Price Bid" Openings or Negotiation.

PROFORMA-1: FOR CREATION/ADDITION OF BANK ACCOUNT DETAILS

[Comprising of "Format-1A" & "Format-1B"]

[Applicable for "Customers whose Bank Account Details are Presently Not Existing in GAIL's e-Banking System", and are desirous of receiving payment through e-banking in their account with SBI/HDFC/ICICI Bank directly]

FORMAT-1A

[This Format is to be Filled by the "Customer" on their "Letterhead"]

Date:

To,
M/s. GAIL (India) Limited
Hazira, Dist: Surat
Gujarat

Sub: Consent for receiving payment through e-banking directly in our account maintained in SBI / HDFC / ICICI Bank

Dear Sir/Madam,

We are pleased to forward our consent to receive payment directly to our bank account through "e-banking". Required details are given below:

1. Customer's Name with Detailed Address: _____
_____
_____
_____
Tel. No. _____; Fax No._____
E-mail ID: _____

2. Customer Code: _____
[As mentioned in 'address-block' of "Sale Order" issued by GAIL (India) Limited]

3. Name of Bank with Detailed Address: _____
_____
_____
_____
Tel. No. _____; Fax No._____
E-mail ID: _____

4. Branch Code: _____

5. Bank Account No.: _____

6. Account Type (Current / Savings): _____

7. MICR Code: _____

Further to above, please find herewith our bank account details, duly verified and furnished by our banker, for creation / addition in your e-banking system and releasing payment directly to our bank account accordingly.

Thanking you,

Authorized Signatory
[With Name and Seal]

FORMAT-1B

[This Format is to be Filled by the "Banker (of Customer)" on their "Letterhead"]

Date:

To,
M/s. (Name of Customer)
_____
_____
_____

Sub: Verification / Furnishing of 'Particulars of Account Holder'

Dear Sir/Madam,
This has reference to your request for the following 'particulars' to be furnished / verified from this bank, wherein you have account and the same is in vogue.

1. Name of Bank with Detailed Address: _____
_____
_____
_____
Tel. No. _____; Fax No._____
E-mail ID: _____
2. Branch Code: _____
3. Bank Account No.: _____
4. Account Type (Current / Savings): _____
5. MICR Code: _____

Thanking you,

Authorized Signatory
[With Name and Seal]

PROFORMA-2: FOR UPDATION/MODIFICATION OF EXISTING BANK ACCOUNT DETAILS

[Comprising of "Format-2A" & "Format-2B"]

[Applicable for "Customers, who wish to Update/Modify their Existing Bank Account Details available in GAIL's e-Banking System]", and are desirous of receiving payment through e-banking in their account with SBI/HDFC/ICICI Bank directly]

FORMAT-2A

[This Format is to be Filled by the "Customer" on their "Letterhead"]

Date:

To,
M/s. GAIL (India) Limited
Hazira, Dist: Surat
Gujarat

Sub: Consent for receiving payment through e-banking directly in our account maintained in SBI / HDFC / ICICI Bank

Dear Sir/Madam,

We are pleased to forward our consent to receive payment directly to our bank account through "e-banking". Required details are given below:

1. Customer's Name with Detailed Address: _____
_____
_____
_____
Tel. No. _____; Fax No._____
E-mail ID: _____
2. Customer Code: _____
[As mentioned in 'address-block' of "Sale Order" issued by GAIL (India) Limited]
3. Name of Bank with Detailed Address: _____
_____
_____
_____
Tel. No. _____; Fax No._____
E-mail ID: _____
4. Branch Code: _____
5. Bank Account No.: _____
6. Account Type (Current / Savings): _____
7. MICR Code: _____

Further to above, please find herewith our bank account details duly verified / furnished by our banker for updation / modification in your e-banking system and releasing payment directly to our bank account accordingly.

With updation / modification of our bank account details mentioned above in your e-banking system, existing bank account details furnished earlier may be treated as cancelled.

Thanking you,

Authorized Signatory
[With Name and Seal]

FORMAT-2B

[This Format is to be Filled by the "Banker (of Customer)" on their "Letterhead"]

Date:

To,
M/s. (Name of Customer)
_____
_____
_____

Sub: Verification / Furnishing of 'Particulars of Account-Holder'

Dear Sir/Madam,
This has reference to your request for the following 'particulars' to be furnished / verified from this bank, wherein you have account and the same is in vogue.

1. Name of Bank with Detailed Address: _____
_____
_____
_____
Tel. No. _____; Fax No._____
E-mail ID: _____

2. Branch Code: _____
3. Bank Account No.: _____
4. Account Type (Current / Savings): _____
5. MICR Code: _____

Thanking you,

Authorized Signatory
[With Name and Seal]