

MK/E-auction/Scrap/2024 Dated: 21.11.2024

**Tender Notice through GeM**

Online Bids are invited by M/s. IREL (India) Limited, Manavalakurichi through GeM for the auction of MS Scraps “as is & where is basis” from the authorized and eligible bidders as per the details mentioned in Annexure-I.

The bids will be received online through GeM with due approval of the Competent Authority of this Institute and shall be opened as per SOP of GeM.

**AUCTION OF MS SCRAP OF M/s. IREL (India) Limited, Manavalakurichi**

**IMPORTANT DATES OF TENDER RELATED ACTIVITIES ARE AS UNDER**

|  |  |  |
| --- | --- | --- |
| **S. No** | **Description** | **Details and dates** |
| **1** | **Samples items can be inspected at** | M/s. IREL (India) Limited, Manavalakurichi |
| **2** | **E-Auction Notice Publishing Date** | **21.11.2024** |
| **3** | **Auction Start Date** | **12.12.2024** |
| **4** | **Inspection of Items Date and Time** | **Any working day during the tender period (Between 10 AM to 4 PM** but not in lunch hours i.e. 12.30 to 1.00 PM) |
| **5** | **Auction End Date** | **13.12.2024** |

**SCOPE OF WORK, ELIGIBLITY CRITERIA AND TERMS AND CONDITIONS:**

**Scope of work:**

Disposal of obsolete M.S. scrap items, which are declared obsolete/ unserviceable/ irreparable/broken/scraps. Detailed list of unserviceable and obsolete metal scrap of M/s. IREL (India) Limited, Manavalakurichi proposed to be disposed is as under:-

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl No** | **Name of List to be Auctioned** | **Reserve Price/MT** | **Amount of Bid Security/EMD** |
| 01 | M.S. Scrap – 160 MT | Rs.31,932.00 (Approx) incl. GST | Rs 86,595/- |

**NOTE: -** Reserve or Base price of the above tender is **Rs.51,09,120 /- i.e. (Rupees Fifty one lakh Nine thousand One hundred and Twenty only).**



**THE ITEMS SHALL BE SOLD TO THE BIDDER WHO WILL QUOTE THE CONSOLIDATED HIGHEST RATES. THE BIDS ARE INVITED FOR THE WHOLE LOT (i.e. ALL THE ITEMS CONTAINED IN THE LIST OF OBSOLETE ITEMS AS DETAILED ABOVE AS A WHOLE) AND NO BID WOULD BE ACCEPTED FOR ANY PART OF THE SAME.**

**Eligibility Criteria:**

1. The bidder shall deposit **Rs. 86,595/-** (**Rupees** **Eighty Six thousand Five Hundred and Ninty Five only**) as EMD (Earnest Money Deposit) in the form of NEFT (Acct No: **57052533526**, IFSC-SBIN0070333, Name of Bank: State Bank of India, Branch: Manavalakurichi, MICR Code: 629009009) / DD drawn in favour of M/s. IREL (India) Limited, Manavalakurichi in a separate envelope and same (in original) will be submitted in Purchase Section, M/s. IREL (India) Limited, Manavalakurichi before the cutoff date of submission of online Bid on GeM. EMD of the unsuccessful bidder shall be returned without interest at the earliest after the award of the sale order to H-1 Bidder.
2. Copy of PAN Card and GST either in the name of the proprietor/owner/firm/company is required to be uploaded along with the bid on the GeM Portal. The document to be uploaded should be legible. In case the uploaded documents are not readable, the bid cannot be examined and the bid can be rejected, thereby cancelling the bid of that firm.

**Basis of Selection:**

The basis of selection of vendors for each item shall be as under:

1. Auction shall be started with start bid prices as communicated in portal.
2. The party emerging as highest bidder in the auction (in totality) shall be designated as final H1.

**Terms of Payment:-**

Full payment will have to be made in advance in favour of M/s. IREL (India) Limited, Manavalakurichi and within 05 days of intimation/call-up by means of a NEFT transfer/Bank Draft/Pay Order. Our Bank details are as under:

**Name of the Beneficiary: IREL (India) Limited**

**BANK: STATE BANK OF INDIA**

**BRANCH: MANAVALAKURICHI**

**A/C NO: 57052533526**

**IFSC: SBIN0070333**

**Note: - The H1 bidder will have to deposit the applicable GST amount in advance.**

**Risk Purchase Clause:-**

If any vendor fails to uplift the material within due date, the seller reserves the right to sell the disposable material to any other alternate sources at the risk of failed vendor and the differential cost will be recovered from them and the EMD will be forfeited.

**Terms and Conditions:**

1. The bid received without EMD (in original) will be liable for rejection.
2. The MS Scrap items will be available on Auction "As is where is" basis and on one time pickup. **The MS Scrap items can be inspected by the interested parties on any working days between 10:00 Hrs to 16:00 hrs (Monday to Friday) by contacting the Store Section,** M/s. IREL (India) Limited, Manavalakurichi. No request for inspection after submission of the bid will be accepted.
3. The bid shall remain valid for 45 days after the date of bid opening. If any bidder withdraws his/ her bid before the said-period, CGM &HEAD, MK, IREL (India) Limited, Manavalakurichi shall without prejudice to any other right or remedy, be at liberty to forfeit the Bid Security absolutely.
4. Conditional bid shall not be entertained.
5. Extension of duration of the contract
   1. Time is the essence of the Contract. However, the seller may extend period of the contract, for the remaining quantity at the discretion of IREL (India) Limited. The Contract shall be treated as expired on the day given in the Sale Order.
   2. If for any reason whatsoever quantity of stores specified in the contract is not lifted by the purchaser within the period specified in the contract, Ground Rent @1% (One per cent) per week which is payable before actual dispatch.
   3. An additional quantity up to 10 MT can dispatch after depositing the value before actual dispatch of the MS Scrap with the same rate and terms and conditions.
6. Evaluation criteria: The successful bidder will be the one which offer the highest total rate for the entire MS scrap as detailed above, the Quantity can be increase up to 10 MT shall be allowed the same rate.
7. All the bidders shall fill the details of EMD on GeM if the option is available before submission of bids.
8. **Rates should be quoted inclusive of all taxes/ freight & labour charges, any other charges, etc. in the auction on GeM. (After Quoting the rate on GeM the bidder must send a mail showing breakup details of Quote price) purchase-mk@irel.co.in**
9. The undersigned will not entertain any claim for damage done by the way of theft, fire or any other unforeseen calamity after realizing full payment against the MS Scrap Material/items.
10. The MS Scrap materials/item is to be lifted up within 10 days on the issue of letter of Offer/Intimation on making full payment in favour of M/s. IREL (India) Limited, Manavalakurichi. Otherwise the EMD/ SD.
11. GST Law mandates Tax Deduction at Source (TDS) vide Section 51 of the CGST/SG ST Act 2017, Section 20 of the IGST Act, 2017 and Section 21 of the UTGST Act, 20 17. Please mention IREL (India) Limited GST number (33AAACI2799F1ZL) and HSN/SAC code of goods/services in your bills.
12. The successful bidder has to lift all the MS Scrap items at their own cost. The bidder shall be responsible for the transport of MS Scrap items from M/s. IREL (India) Limited, Manavalakurichi and bear the cost of same.
13. The undersigned reserves the right to accept or reject any offer either part or whole without assigning any reason.
14. At any M/s. IREL (India) Limited, Manavalakurichi may modify the bidding document by amendment thereto. The amendment will be notified on IREL website only, which will be binding on bidders. Bidders should regularly visit the website https://irel.co.in to keep themselves updated.
15. On award of the order party has provide list of persons to carry out the work. The listed person shall undergo training in our vocational training center for six days.
16. For more Information contact :-
17. Shri. Mr. NIRANJAN SABATA, HOD (Purchase), DGM-Tech (Purchase & Stores, M No.9861337057
18. Smt. S. Latha, AM – Technical (Purchase), M. No.9442525813

**SPECIAL TERMS & CONDITIONS**

**Contact Person IREL: Mr. NIRANJAN SABATA, HOD (Purchase), Ph: 04651- 200 402, 9861337057, email:** [**purchase-mk@irel.co.in**](mailto:purchase-mk@irel.co.in)

THE E-AUCTION SALE IS GOVERNED BY THE SPECIAL TERMS & CONDITIONS (STC) OF THE E-AUCTION.

**NOTE: Successful Bidder must deposit the EMD and material value in the bank account of seller / principal**

THE TERMS & CONDITIONS INCLUDING THE LIST OF MATERIALS APPEARING ON THE DATE OF E-AUCTION IS FINAL AND BINDING ON THE PARTICIPANT BIDDERS, THE SAME WAY PLEASE BE DOWN LOADED FOR ANY FURTHER REFERENCE.

ALL CONTRACTORS/TRANSSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTERGRITY PACT AVAILABLE ON OUR WEBSITE, [www.irel.co](http://www.irel.co).in

Quantities are indicative and may vary +/- 10%.

Sale is on “AS IS WHERE IS AND NO COMPLAINT BASIS”. No complaint regarding quality, quantity, or composition of the material will be entertained.

1. **IREL (India) Limited, Manavalakurichi,** the owner / seller, will be hereinafter referred to as PRINCIPAL and GeM, the selling Agent of PRINCIPAL will be hereinafter referred to as GeM. Wherever the word Buyer, Purchaser, Successful Bidder is indicated, it will be referred to as Successful Bidder.
2. **VALIDITY OF BIDS:** All bids will be valid for acceptance by IREL for a period of 30 (THIRTY) calendar days from the date of closing of E-Auction, excluding the date of closing. In case the 30th days fall on a holiday remains closed for IREL, such bids will be deemed to be automatically extended to be valid upto the next working day of IREL.
3. **INSPECTION:** The indenting bidder or his authorized representative may inspect the materials as per the schedule, between **10AM to 4PM only on any working day of Principal at the location specified with the prior permission from the PRINCIPAL.** The bidders / customers shall be carry the photo identification card issued by UIDAI, without which inspection will not be permitted. In case the bidders /customers send their authorized representative for inspection, they will be permitted subject to their producing the authorization latter and photo identification card (issued by UIDAI). The detailed description of all lots including list of spare parts, if any, are available at site.
4. The description / quality indicated are approximate and furnished to enable bidders to quote their rates. Bidders are advised to quote their rates only after inspection of items at site. But neither the sale could be invalidated nor the bidder can make any claim / compensation whatsoever on account of any defect in description, deficiency in the quantity and quality. Notwithstanding anything contained in the E-Auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale is on as is where basis is only. PRINCIPAL, do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. Goods /Equipments will be sold in as is where condition is and the whole items shall be taken delivery from the site by the successful bidders with its faults, errors in description if any. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of CAVEAT EMPTOR (let the buyer beware) will apply.
5. Conditional offers will not be accepted /entertained.
6. The terms shall remain in every aspect at the risk of the buyer from the time of acceptance of his offer. PRINCIPAL will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the lots as put up for sale subject to change by nature’s wear and tear. No complaint regarding quality or misdescription for the materials sold will be entertained once the bid has been accepted.
7. **GST:** The present rate of GST applicable is indicated in this e-auction list. However, GST prevailing at the time of delivery, shall be payable by the successful bidders.
8. **TAX COLLECTED AT SOURCE:** Income tax applicable as per the auction list.
9. **EARNEST MONEY DEPOSIT:** It is the responsibility of the bidders to check the status of their bids after the closing of the e-auction and pay the EMD amount accordingly. EMD payable within 7 (**seven)** **calendar days** from the date of closing of e-auction in case of accepted /sold lots and from the date of confirmation of acceptance in case of lots under STA. The bidder has to deposit EMD equivalent to 25% of quoted Basic value of the confirmed lots, failing which the login of the party will be deactivated and in addition to that other actions may be taken as deemed fit by principal and the offer will stand withdrawn. The EMD amount will be adjusted against the material value. EMD amount shall be adjusted only after completion of 75% allotted quantity. Wherever payment is accepted on installment basis the EMD amount will be adjusted with the last installment.

**IREL (India) Limited/Manavalakurichi**

**RTGS details:**

**Bank: State Bank of India**

**Branch: Manavalakurichi**

**A/c No: 57052533526**

**IFSC: SBIN0070333**

1. **ISSUANCE OF SALE ORDER:** On receipt of EMD a Sale Order/Acceptance Letter will be issued by GEM for sold lots.
2. **PAYMENT:** In case of sold / confirmed lots the buyer will have to deposit balance material value, after adjustment of the EMD amount, along with GST, IT and other taxes & duties if any, as per the Sale Order, within 15 (**FIFTEEN) calendar days from the date of Sale Order.** Any statutory variations of rate of Taxes/Duties are to be borne by the purchaser.

In case of delay late payment penalty @1% per week or part thereof will be charged on the balance material value, upto a maximum period of 2 (TWO) week only and thereafter the EMD will stand forfeited without any notice. In case, the last day of payment happens to be a closed Holiday for Banking Institution, the next working day will be taken as the day of payment without late payment charges.

1. **DELIVERY TERMS:** The delivery Orders will be issued after receiving of the above mentioned payments. Delivery has to be taken within 30 (THIRTY) calendar days from the date of the DELIVERY ORDER (excluding the date of issue) and the same includes the time period required for receiving the payment by PRINCIPAL and realization of the same. The delivery of material will be given after receipt of the payment by principal.

In case of delay in lifting the material, ground rent @1% per week will be charged up to 2 (TWO) weeks only and thereafter the EMD will stand forfeited without ant notice. If the last date of delivery falls on a holiday of Principal, the next date of delivery will be the immediate next working day of Principal. Materials sold but not removed within the specified date will become the property of the Principal and it will have the right to dispose of such goods in any manner as they may deem fit without any notice. For the material sold on weight basis, weighment recorded on the weighbridge of the Principal, will be considered as final and complaints regarding discrepancy in weighment of material, after the lorry leaves Principal’s premises, will not be entertained.

In this regard, it is clarified that where the materials are sold on weight/Number/Volume/length basis, ground rent applicable will be @1% (ONE Percent) per week upto a maximum period of 2 week only for the quantity remaining unlifted. However, where the materials are sold on lot basis, ground rent will be charged @1% maximum two week on the basis of the entire lot value, irrespective of the quantity remaining unlifted.

At the time of delivery, the actual quantity may vary +/- 10% from the quantity mentioned in the delivery order. The customer has to lift the additional quantity after making the requisite payment through PRINCIPAL.

1. Materials will be delivered between 10.00 hrs and 13 hrs on any working day. No delivery of materials will be given on Sundays and closed holidays observed by Principal. The buyer should intimate in writing two days in advance as to when vehicle will come for taking delivery of the materials. The material will be delivered only to the successful bidder or their authorized representatives against presentation of Identity card issued by UIDAI. If the successful bidder shall produce suitable Power of Attorney or authorization letter for each lot separately duly attested by a Notary Public authorizing his representative or agent to lift the materials from PRINCIPAL.
2. Welding /cutting works, if any, will be permitted only with the prior permission from the principal.
3. **DELIVERY OF VEHICLES REGISTERED WITH RTO:** The physical delivery of the vehicle, registered with the RTO, will be given only after change of registration in favour of the successful bidder. It is the responsibility of the successful bidders to change the registration favoring their name. Therefore the successful bidder shall contact the Principal after making full payment to obtain necessary documents for the purpose of registration in favour of the buyer.
4. **PERIOD OF CONTRACT:** Up-to the validity period of the delivery order /release order issued by Principal.
5. **SALE OF ITEMS / LOTS COMPRISING HAZARDOUS WASTE:** Sale of Hazardous waste items will be governed by the following procedures in addition to Guidelines /Notifications issued by the Central Pollution Control Board (CPCB) /Ministry Environment & Forests (MOEF) and State Pollution Control Board from time to time. Bidder should be a CPCB/SPCB approved/ Registered Recyclers/ Reprocessor. Bidders who are having valid CPCB registration / SPCB approval, consent for Air & water, Hazardous waste authorization will be allowed to participate for bidding. All documents have to be submitted for verification.
6. Sale of Old Batteries/Lead Acid Batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its subsequent Amendments.
7. Sale of other categories of Hazardous Waste items will be governed by the Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2016 and its subsequent Amendments and /or their relevant statutory Act/Rules.
8. Sale of e-Waste items will be governed by E-Waste (Management and Handling) Rules, 2011 and its subsequent amendments.
9. The bidder must submit a Notarized Copy of the valid registration certificates issued by the state (or Union Territory) Pollution Control Board (PCB) and produce the same to seller at the time of taking delivery of the materials, failing which their bid will be liable for rejection. The buyer shall produce the original registration Certificates/Pass Book issued by State PCB/CPCB to the PRINCIPAL at the time of taking delivery for verification and making an endorsement of transaction as required by the Pollution Control Board.
10. In case of Sale involving inter-State movement of goods, the buyer shall also submit a No objection Certificate (NOC) from the concerned State PCB with whom the buyer is registered to the Seller before taking delivery, failing which the buyer will be responsible for all the consequences and the seller shall take further decision as may be deemed fit by them.
11. Seller reserves its right to demand copy of any other documents/Licence/Certificate issued by any statutory/Govt. Authority in favour of the bidder, if required, under any statutory or State/Central Government Act/Law Order/Rules, etc.
12. The bidder shall be responsible for ensuring that all registration certificates issued by State PCB/CPCB/MOEF are kept valid for the entire period of the contract, if awarded to them, as well as the period of processing such Hazardous waste item by them. Principal at its sole discretion may ask the bidder to extend the validity period of their registration certificate for a suitable period as deemed fit by Principal and in such event the bidder shall be bound to do so, failing which their Bid/Contract may be rejected/cancelled at the sole discretion of Principal and no complaint in this regard will be entertained from the bidder.
13. In mixed lot, picking items at random is not allowed. Loading should be done as a whole without choosing and picking. No packing, sorting, cutting or breaking of goods or materials sold will be permitted unless otherwise it is specified.
14. Principal reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage under this E-Auction sale after acceptance of bid/issue of sale order/deposit of full sale value by the bidder, without assigning any reason thereof and the value of such material if paid for shall be refundable. Principal shall not be responsible for any damages/loss whatsoever to bidders on account of such withdrawal, at any stage from the E-Auction sale.
15. Principal will not be in any way responsible for failure to deliver the material due to cause beyond their control such as strike, lockout, cessation of work by laborers, shortened hours, act of GOD or other causes of other contingencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically get extended proportionately.
16. **CONDUCT DURING DELIVERY:** Buyers shall solely by responsible for movement and proper behavior of their deputies, agents and laborers within PRINCIPAL premises. If any damage is caused to the Principal’s property, the buyer is responsible to make good such damage to the satisfaction of principal and the decision of Principal in this regard shall be final and binding.
17. **ACCIDENTS ETC. TO BUYER’S LABOURER:** Principal will not at any point of time be responsible for any injuries caused due to accident within the factory/premises or at the place of work salvage yard and the bidder will make proper arrangement for medical attention and treatment to his labour representative. The buyer will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of the employment under any statue. It is the responsibility of the buyer to provide necessary safety appliances like hand gloves, tools, helmet, safety goggles, boots etc. to the labourers who are engaged for handling of the goods.
18. **BLACKLISTING:** If it is found that the bidder is not following the terms and conditions of payment, delivery or other conditions of the E-Auction and also indulging in any malpractices either himself or by his agents, deputies or observer, such bidders are liable to be blacklisted and appropriate action will be taken as deemed fit by principal
19. In the event of any dispute in connection with this sale the decision of Principal shall be final and binding on the parties to the E-Auction sale. Further any such dispute doubts or differences of opinion arising at the time of payment of delivery bidders shall agree and abide by the decision of Principal.
20. The purchaser shall bring their own bags and boxes cases or their receptacles for the removal of the auctioned items and shall be responsible for loading weighment of materials under supervision of authorized official of the principal.
21. No interest will be paid to the purchaser on the amount paid or deposited by him and on the amount refundable to him, if any.
22. All quantities either by weight or measurement as mentioned in the e-auction sale catalogue are approximate. The payment must be made as per actual count or weight. If their delivery of actual quantity in any lot exceeds the quantity in the catalogue, Principal reserves the right to retain the excess quantity material in the lot at its discretion. If the quantity in a lot on actual weighment of count is less than the announced quantity as indicated in the e-auction material list, Principal will not make good the deficiency under any circumstances. The purchaser thereof will be entitled to obtain a refund for the undelivered quantity at the accepted rates. No interest will be paid on the amount of short delivered quantity.
23. In the event of any disputes or difference in connection with the contract the decision of authorized representative of the Principal shall be final and binding on all parties and will be settled as per the Indian Law in the Court Jurisdiction of Chennai only.
24. If any foreign materials are found to be mixed in the lot other than the items included in the E-auction catalogue acceptance letter (sale Order) the principal reserves the right to remove the same at the time of delivery.
25. The terms & conditions are supplementary to the remedy available under the law.
26. Any auctioned materials shall not be sold or parted with to any of the employees of Principal.
27. The purchaser should ensure that sales/customs/RTO and all other statutory formalities as required are complied with wherever necessary and expenses including tax/insurance charges etc. should be borne by the purchaser.

ANNEXURES FOR SAFETY GUIDELINES

1. ALL SHOULD HAVE VALID SAFETY PASS
2. CUTTING GAS PREFERABLE ACETYLENE. IF LPG THEN IT SHOULD BE INDUSTRIAL TYPE ONLY
3. CUTTING TORCH SHOULD HAVE FLASH BACK ARRESTOR FOR BOTH GAES.
4. TORCHING SHOULD NOT BE DONE THROUGH LIGHTER/ MATCH STICK.
5. CLINDER SHOULD BE FITTED WITH PRESSURE REGULATING VALE (PRV).
6. PERSON SHOULD BE TRAINED IN OPERATION OF CUTTING/GRINDING.
7. CUTTING/ABRASIVE WHEELS SHOULD HAVE EXPIRY DATE (BY ATLEAST ONE YEAR).
8. EXTENSION BOARD IF USED SHOULD HAVE ELCB/MCB PROTECTED.
9. BEFORE CUTTING SHOULD ENSURE THAT AREA FREE FROM DRY LEAVES/VEGETATION.
10. ALL SHOULD HAVE SAFETY HELMET/SAFETY SHOES / CUTTING GOGGLES / WELDING SHIELDS.
11. IF WORK IS MORE THAN 2.5 METER HEIGHT PASS TO BE OBTAINED.
12. PORTABLE FIRE EXTINGUISHERS TO BE KEPT NEAR BY

**FORM GFR 10**

**[**See Rule 217 (iii)**]**

**REPORT OF SURPLUS, OBSOLETE AND**

**UNSERVICEABLE STORIES FOR DISPOSAL**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item No. | Particulars of Stores | Quantity/ Weight | Book value/ Original purchase price | Condition and year of purchase | Mode of disposal (sale, public auction or otherwise) | Remarks |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

Signature…………………………….

Designation………………………….

Date………………………………….