

IREL/MK/E-Auction/2024 Dated: 11.11.2024

**Tender Notice through GeM**

Online Bids are invited by M/s. IREL (India) Limited, Manavalakurichi through GeM for the auction of “**Scrap** Maruti Omni Ambulance ” **As is Where is Basis** from the authorized and eligible bidders as per the details mentioned in Annexure-I.

The bid 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 “SCRAP MARUTI OMNI AMBULANCE (TN-74-W-1856)” 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**  |  **11.11.2024**  |
| **3**  | **Auction Start Date**  |  **28.11.2024**  |
| **4**  | **Inspection of Items Date and Time**  | **Any working day period (Between 10 AM to 4 PM** but not in lunch hours i.e. 12.30 to 1.00 PM)  |
| **5**  | **Auction End Date**  |  **29.11.2024**  |

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

**Scope of work:**

Disposal of available Scrap Maruti Omni Ambulance (TN-74-W-1856) at the earliest, by auctioning through GeM, detailed of M/s. IREL (India) Limited, Manavalakurichi proposed to be disposed are as under:-

|  |  |  |
| --- | --- | --- |
| **Sl No** | **Item** | **Reserve Price in Rs.** |
| 1  | Scrap Maruti Omni Ambulance (TN-74-W-1856) **Year: 2004 Vehicle**. | 15,435 + (Tax) |



**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 items as detailed above as a whole) and no bid would be accepted for any part of the same.**

**Eligibility Criteria:**

1. Only **Registered Vehicle Scrapping Facilities (RVSFs) Entity,** registeredas per provisions of MoRTH notified vide **GSR 653(E) dated 23rd September 2021** and its amendments, will participate in the auction as per MoRTH, Transport Section, Office Memorandum No. **RT-23013/8/2022-T dated 17.12.2022**

**Important:**

Apart from the other certificates mentioned in Terms and Conditions, **Successful bidder** must bring the Copy of PAN Card, GST and **Valid** **Registration Certificate of RVSF** either in the name of the proprietor/owner/firm/company as well as it is required to send above documents by e-mail to **purchase-mk@irel.co.in.** The document must be legible. In case the 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.
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 15 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 Auctioneer will have to deposit entire bid amount along with 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.

**Terms and Conditions:**

1. Scrap Maruti Omni Ambulance will be available on Auction "As is Where is" basis and on one time pickup. **Scrap Maruti Omni Ambulance 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.
2. The bid shall remain valid for 45 days after the date of bid opening.
3. Conditional bid shall not be entertained.
4. 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.
5. **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**
6. 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 Ceiling fan.
7. Scrap Maruti Omni Ambulance is to be lifted up within 30 days on the issue of letter of Offer/Intimation on making full payment in favour of M/s. IREL (India) Limited, Manavalakurichi.
8. 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.
9. The successful bidder has to lift the Scrap Maruti Omni Ambulance at their own cost. The bidder shall be responsible for the transport of Scrap Maruti Omni Ambulance from M/s. IREL (India) Limited, Manavalakurichi and bear the cost of same.
10. The undersigned reserves the right to accept or reject any offer either part or whole without assigning any reason.
11. At any time 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.
12. Bidder shall lift the material kept in designated area on AS IS WHERE IS BASIS. They shall bring suitable vehicle and pump the material to the storage arrangement fitted in the vehicle.
13. The hazardous waste manifest in form 9 should be prepared by the Auctioneer and given to IREL (India) Limited for forwarding to TNPCB and one copy retained by IREL (India) Limited with your approval.
14. The collection, transportation should be carried out by the Bidder as per the Hazardous and other Wastes (Management and Tran boundary movement) Rules, 2016 and amended thereof.
15. Bidder shall depute their vehicle for lifting the material on any working day before 12.00 noon.
16. The weighbridge tare weight should be produced at stores and then only it is to be taken to the assigned site for loading. After loading, gross weight is to be taken at the weighbridge. The difference in the above two weights shall be taken as the weight of Scrap Maruti Omni Ambulance delivered to the Bidder.
17. Bidder shall ensure proper road worthiness of the vehicle used for the transportation and shall be fully responsible for dealing with any accidents or any other claim that may arise in connection with the transportation.
18. The Bidder shall be responsible for meeting the requirements of authorities like Regional Transport, Insurance, Common carrier registration etc. if applicable, in connection with the transportation through public roads at their own risk and cost.
19. For more Information contact :-
20. Shri Niranjan Sabata, CM-Tech (Purchase & Stores), M No.9861337057
21. Smt. S. Latha, AM – Technical (Purchase), M. No.9442525813

**SPECIAL TERMS & CONDITIONS**

**Contact Person IREL: Mr. Niranjan Sabata, CM-Technical (Purchase & Stores), Ph: 04651- 200 402, 9861337057, email:** **purchase-mk@irel.co.in**

The E-Auction sale is governed by the special terms & conditions (STC) of the E-Auction.

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/transactions entered into by the buyer/bidder arising out of this E-Auction shall be governed by the integrity pact available on our website, [www.irel.co](http://www.irel.co).in

Quantities are indicative and may vary +/- 25%.

Sale is on “AS IS WHERE IS 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 carrying 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 letter 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.

**IREL (India) Limited/Manavalakurichi**

**RTGS details:**

**Bank : State Bank of India**

**Branch : Manavalakurichi**

**A/c No : 57052533526**

**IFSC : SBIN0070333**

1. **Issuance of sale order:** Sale Order/Acceptance Letter will be issued to highest successful bidder.
2. **Payment:** In case of sold / confirmed lots the buyer will have to deposit material value, 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. 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 ORDR (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 (if paid) will stand forfeited without any 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.

At the time of delivery, the actual quantity may vary +/- 25% 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 13.00 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. **Period of contract:** Up-to the validity period of the delivery order /release order issued by Principal.
4. **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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. The used/ceiling fan shall be taken delivery on As is Where condition and no complaint basis are. Separation of oil & water etc. Shall not be allowed at site.
11. 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.
12. 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.
13. 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.
14. **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.
15. **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.
16. **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
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. The terms & conditions are supplementary to the remedy available under the law.
24. Any auctioned materials shall not be sold or parted with to any of the employees of Principal.
25. 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.
26. The **Successful bidder** must furnish the certificates including Certificate of Deposit as detailed in MoRTH notified vide **GSR 653(E) dated 23rd September 2021 and its amendments as per guidelines.**

**Annexure for safety guidelines (if needed)**

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 gases.
4. Torching should not be done through lighter/ match stick.
5. Cylinder 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 at least 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 heights 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 STORES 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………………………………….