



## NOTICE INVITING TENDER

Tender Notice No. 10/25-26

30.04.2025

Sealed Tenders are invited from experienced contractors/units approved by CPCB or KSPCB for the following work so as to reach the office of the DGM (Commercial), IREL (India) Limited, Chavara as per the following schedule of Tender.

### **SCHEDULE OF TENDER (SOT):**

| Sl No | Particulars  |  |
|-------|--|--|
| 1.1   | Name of Work   | Disposal of Plastic Waste –Old HDPE / PP 50 Kg capacity Bags.  |
| 1.2   | Type of Tender   | Public Tender (Single part)  |
| 1.3   | Estimated Contract Value   | Rs.1,44,000/- ( excluding GST)   |
| 1.4   | E-Tender Event No.   | IREL/Chavara/25-26/TNo.09  |
| 1.5   | Mode of Tender   | Tenders shall be submitted in one large sealed envelope with the name of work, tender number, name of the bidder and due date of opening of the bids super scribed on the envelope |
| 1.6   | Start Bid date and Time  | 30.04.2025 at 18.00 Hrs.   |
| 1.7   | Close Bid date and Time  | 20.05.2025 at 14.30 Hrs.   |
| 1.8   | View Tender Time   | 30.04.2025 at 18.30 Hrs.   |
| 1.9   | Date & time of opening tender  | 30.05.2025 at 15.00 Hrs.   |
| 1.10  | <b>PQ Criteria</b> : Bidder should be registered with KSPCB/CPCB and the copy of consent should be submitted along with the offer, otherwise their offer will not be considered. |  |
| 1.11  | Schedule of payment:   | As per Clause 3.6  |
| 1.12  | Period of contract   | As per Clause 3.7  |

कृते आई आर ई एल (इंडिया) लिमिटेड/ For IREL (India) Limited

**HoD (Purchase & Stores)**

Signature of the Bidder.



## 1. **Invitation to tender:**

The copy of tender in sealed envelope shall be addressed to DGM-Tech (Store & Purchase), IREL (India) Limited, Chavara Plant, Chavara - 691 583, Kollam District, Kerala, with the Name of work, Tender number, Due date of opening of bids and Name of the bidder superscribed on the envelope. The tender shall be either dispatched by REGISTERED POST / COURIER so as to reach us before the due date and time of submission of bid or dropped in the tender box kept in our office on or before the due date and time.

Amendments, if any, to the Terms and Conditions of the Tender will be notified only through the above websites. Tenderers are advised to visit the websites regularly to update themselves of modifications to the tender, if any. IREL (India) Limited will be absolved from all responsibilities arising out of non-fulfillment of the above by the tenderer.

Tenders shall be submitted in one large sealed envelope with the Name of work, Tender number, Due date of opening of bids and Name of the bidder superscribed on the envelope.

The bids will be opened at the due date and time specified in the tender at the Administrative Block of IREL (India) Limited, Chavara in the presence of bidders or their authorized representatives present, if any.

The bids will be opened at the due date and time specified in the tender even if no bidder or authorized representative is present.

If the dates stipulated for the sale of tender form / receipt of tender form / opening of tender falls on a holiday, they would be deemed to fall on the next working day.

## 2. **General Conditions of the Contract:**

### 2.1 Definition of Terms:

In the contract (as hereinafter defined) the following words, definitions and expressions shall have the meanings hereby assigned to them. Except where the context otherwise requires

#### **Supplier/Company/Contractee/IREL/IREL(I)L**

The 'Supplier/Company/Contractee/IREL/IREL(I)L' shall mean IREL (India) Limited, Chavara Unit incorporated under the Companies Act, 1913 and having its registered office at Plot No. 1207, Opp. Siddhi Vinayaka Temple, Veer Savarkar Marg, Prabhadevi, Mumbai-400028.

#### **Contractor/Purchaser/Tenderer/Bidder**

The 'Contractor/Purchaser/Tenderer/Bidder' shall mean the person or company whose tender is accepted by the Supplier and shall be deemed to include the Contractor's successors, legal heirs, executors, administrators, representatives and permitted assignees.

#### **Contract**

Contract shall mean and include the Invitation to Tender, Instructions to Tenderer, General Conditions of Contract, Special Conditions of Contract, Drawings, Scope of Work, Tender submitted by the Tenderer, including his Price Bid, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work/Purchase/Service/Consultancy Order and the Contract and any communication having the effect of amendment of the contract, and the contract agreement.

#### **Duration of Contract**

Means the period stipulated in the contract or work order and includes any extended period thereof, if any made by a written communication.

Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)

The term "Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)" as used herein shall mean officer or engineer as designated by IREL(India)Limited.

*Signature of the Bidder.*



### **Representative of Officer-in-Charge (OIC)/ Engineer-in-Charge (EIC)**

Means any assistant of the officer/Engineer appointed from time to time by IREL (India) Limited to perform the duties of OIC/EIC.

### **Terms & Conditions**

Means the Special Conditions of Contract and General Conditions of Contract herein mentioned and other stipulations incorporated in any part of Tender Document and /or Agreement.

### **2.2 OFFICER-IN-CHARGE (OIC) / ENGINEER-IN-CHARGE(EIC):**

- The Officer/ Engineer-In-Charge shall have authority for general supervision; follow up of supply and direction of the work.
- To direct stoppage of work whenever such stoppage may be necessary to ensure proper execution of the Contract.
- The OIC/EIC shall have neither any authority to relieve the contractor of any of his duties / obligations under the contract nor ordering any work involving delay or any extra payment by IREL (India) Limited or making any variation of or in the work except otherwise expressly provided herein under or elsewhere in the contract.

### **2.3 CONFLICT AND INTERPRETATION OF DOCUMENTS:**

- Words imparting the singular only also include the plural and vice versa where the context requires; words imparting persons include firms or corporations and vice versa where the context requires.
- Word imparting masculine gender includes the feminine gender and vice versa where the context so requires.
- The several documents forming the contract are to be taken as mutually explanatory of one another. In case conflicting statements or directives should occur among the contract documents, it shall be the responsibility of the successful bidder to notify IREL (India) Limited, with a copy sent concurrently to the OIC/EIC, immediately in writing and obtain instructions from IREL (India) Limited to eliminate the conflict.
- The successful bidder shall notify IREL (India) Limited, with a copy sent concurrently to the EIC/OIC, promptly of any discrepancies, omissions or doubts it may have, regarding drawings, specifications or other documents. Noted or calculated dimensions shall always be followed
- In the event of conflict between various documents forming the contract, the relevant terms and conditions of the work/purchase/service/consultancy order shall prevail over those of all such other documents forming the contract and binding on the contractor and IREL (India) Limited.
- In case of conflict between the General Conditions of Contract and the Special Conditions of Contract, the Special Conditions of Contract shall prevail.

### **2.4 Inspection of site**

The bidder or his representative shall be deemed to have inspected and examined the site and surroundings before submitting his tender and shall obtain the necessary information as to risks and other circumstances which may influence or affect his tender.

### **2.5 Assignment and Subletting**

The contractor shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of IREL (India) Limited.

The contractor shall not sublet the whole or any part of the work without the written consent of IREL (India) Limited and such consent, if given, shall not establish any contractual relationship between the sub-contractor(s) and IREL (India) Limited and shall not relieve the contractor of any responsibility, liability, or obligations under the contract and the contractor shall be responsible for the acts, defaults or neglects of any sub-contractor or his agent or workmen.



## 2.6 Taxes, duties & levies

- Bidders must clearly mention their Tax Registrations, wherever applicable in their offers and invoices. Tax shall be clearly mentioned in the offer indicating the applicable rates, otherwise it shall be considered to be inclusive of tax, as applicable.
- In order to enable IREL (India) Limited to avail tax benefits, the contractor shall ensure submission of Tax invoice as per the prescribed formats by the statutory authorities. In case the Supplier fails to submit the requisite documents, the amount on account of duties/ taxes, levies as indicated in his quotation/invoice / Work order/Contract shall not be paid.

## 2.7 FORCE MAJEURE:

- Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which IREL (India) Limited may deem fit to consider so. The decision about force majeure shall rest with IREL (India) Limited which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.
- If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures. \
- If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, IREL (India) Limited may at its option terminate the contract without any financial repercussion on either side.

## 2.8 Correspondence

All correspondence shall be in English and addressed to IREL (India) Limited drawn to the attention of the officer issuing the order, unless otherwise specifically authorized.

## 2.9 Accident or Injury to Workmen

- The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. IREL (India) Limited shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified IREL (India) Limited against all such claims, damages, compensations and proceedings.
- The Contractor shall forthwith report to IREL (India) Limited all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

## 2.10 Compliance with Statutory and Other Regulations

The Contractor shall, in all matters arising in the performance of the Contract, conform at his own expense to the provisions of all Central or State statutes, ordinances or laws and the rules, regulations, or bye-laws of any local or other duly constituted authority and shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulations or bye-law. The Contractor shall give all notices and pay all fees and taxes required to be given or paid under any Central or State statutes, ordinances or other laws or any regulations or bye-laws of any local or other duly constituted authority in relation to the contract.

## 2.11 Security regulations



The Contractor shall abide by all the security regulations at site promulgated by IREL (India) Limited from time to time. The Contractor shall provide identity badges for all his personnel, which must be properly displayed by them at site.

## **2.12 Death, Bankruptcy, etc.**

If the Contractor dies or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Contractor or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to IREL (India) Limited and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the Contractor or his successors of his or their obligations under the contract under any circumstances. IREL (India) Limited may terminate the Contract by notice in writing to the Contractor.

## **2.13 Arbitration**

All disputes and differences of any kind what so ever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after determination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by IREL (India) Limited who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise, within a period of 30 days from the date of receipt of such reference to them.

If the Bidder is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to IREL (India) Limited, represented by the Chairman and Managing Director at the registered office, Mumbai for Arbitration, in accordance with the provisions of the Arbitration and Conciliation Act and the Rules framed there under from time to time, and for the time being in force. Such written appeals should however specify only those matters in dispute, which have been referred to such authorized person but not satisfied with the decision and the reasons leading to his dissatisfaction.

If the period of 30 days stipulated in the preceding parashas expired at any stage without any response from the Bidder before such expiry, the Bidder is deemed to have communicated his satisfaction to the decision of IREL (India) Limited at the relevant stage and all his rights of further appeal and/or adjudication or as the case may be are deemed to have been waived once and for all. The seat of arbitration will be at Mumbai and only the appropriate Court coming under High Court of Mumbai will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts. The Bidder shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to Arbitration. For Global tender this clause may be modified by the competent authority on case to case basis.

## **2.14 Jurisdiction:**

The courts within the local limits of whose jurisdiction the place from which the order is issued is situated only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter arising out of this contract. In the event of disputes the same will be subject to exclusive jurisdiction of Court of Kollam, Kerala.

## **2.15 No claim for compensation for submission of tender:**

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tender, even though IREL (India) Limited may elect to withdraw the invitation to tender.

## **2.16 Risk purchase clause:**

After award of the contract, if the tenderer fails to execute the work as per tender or at any time repudiates the order, IREL (India) Limited has the right to cancel the order and execute the order from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.

Should any conditions in the General Conditions of Contract be contrary to the Special Conditions of the Contract, such Special Conditions of Contract shall prevail.

*Signature of the Bidder.*



### **3. Special Conditions of the contract:**

**3.1 Scope of work:** Disposal of Plastic Waste –Old HDPE / PP 50 Kg capacity Bags

**3.2: Quantity:** 18000±10% (Kg)

#### **3.3 Terms and Conditions;**

1. Rate should be quoted per Kg of Plastic waste.
2. Validity of the offer shall be 90 days.
3. Estimated quantity of the Plastic waste to be disposed is 18000±10% Kg
4. Price: - Only after making necessary payment including applicable GST towards the cost of the Plastic waste and production of the receipt at our stores, the material will be allowed to be taken out from the plant premises.
5. Contractor shall lift the material kept in Godowns / Specified areas on as is where is basis..
6. The hazardous waste manifest in form 9 should be prepared by the contractor and given to IREL (India) Limited for forwarding to KSPCB and one copy retained by IREL (India) Limited with your approval.
7. The collection & transportation should be carried out by the contractor as per the Hazardous and other Wastes (Management and Trans boundary Movement) Rules, 2016 and amended thereof.
8. Contractor shall exercise necessary safety precautions while loading the Plastic Waste at the site. Spillages must be avoided or limited to the bare minimum. Spillages if any occurred shall be cleared appropriately.
9. Contractor shall depute their vehicle for lifting the material on any working day before 12.00 noon.
10. 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 Plastic Waste, delivered to the contractor.
11. The contractor 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.
12. The contractor shall be responsible for meeting the requirements of authorities like Regional Transport, Insurance, Common carrier registration etc. if applicable, in connection with the transportations through public roads at their own risk and cost.
13. The rules and regulations existing in the company applicable to similar tender also will be applicable.
14. Goods / Equipment will be sold in as is where is condition and the whole items shall be taken delivery from the site by the successful bidders with its faults, errors in description if any.

**3.4 Inspection:** The intending bidder or his authorized representative may inspect the materials between 10 A.M. TO 03.00 PM. on any working day at the location (IREL (India) Limited, Chavara Company Premises) specified with the prior permission from the respective contact person.  
HoD (Stores & Dispatch), Tel-0476-2680701-05 Extn 260,267

**3.5** 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.

**3.6 Payment terms:** Only after making 100% payment including applicable GST within 15 days of acceptance of Sale Order towards the cost of the Plastic Waste and production of the receipt at our stores, the material will be allowed to be taken out from the plant premises.

#### **3.7 Delivery Period:**

*Signature of the Bidder.*





. Delivery has to be taken within 60 calendar days of Sale order (excluding the date of issue of delivery order)". The delivery of material will be given after realization of the DD/PO/BCs.

In case of delay in lifting the material beyond the delivery period, ground rent @ 1% per week of the total sale order value will be charged up to (THREE) weeks and thereafter the sale order will stand cancelled without any notice and the amount deposited shall be forfeited. If the last date of delivery falls on a Closed Holiday for Seller, the next date of delivery will be the immediate next working day of seller,

The successful bidder should lift the materials within the validity period as stipulated in Acceptance Letter/Sale Order including penalty clause.

The bidder should take delivery of the material on "as is where is" condition. No selection/rejection/sorting out/de-scaling/burning of the material is allowed. The successful bidder should arrange to remove the material from the factory premises at his cost.

Loading charges and incidental expenses, if any, at the sellers premises IREL (India) Limited shall be to the account of the buyer.

No delivery of materials will be given on Sundays and closed holidays observed by Seller. Materials will be delivered between 10 A.M. and 02 P.M. on any working day of Seller. The buyer should intimate in writing two days in advance as to when vehicle will come for taking out the materials.

**3.8 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 Pollution Control Board (PCB) / Ministry Environment & Forests (MOEF) From time to time:

- (a) Sale of Old Batteries/Lead Acid Batteries will be governed by the Batteries(Management & Handling) Rules, 2001 and its subsequent Amendments and Sale of e Waste will be governed by e Waste (Management & Handling) Rules, 2011.
- (b) Sale of other Categories of Hazardous Waste Items will be governed by the Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008 and its subsequent Amendments and/or their relevant statutory Act/Rules.
- (c) The Bidders 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.
- (d) In case of 3 Categories, namely Lead Acid Batteries, Used/Waste Oils and Non Ferrous Metal Wastes, in addition to submitting necessary Valid Registration from the State PCB, the Bidder must also submit a Notarized Copy of the Valid Registration Certificate from CPCB (or MOEF) also, failing which their bid will be liable for rejection. Bidders may note that CPCB regularly displays the list of their valid Registered Parties for these items on their Website, namely <http://www.cpcb.nic.in> and the bidders may like to verify the same before submitting their Bid. The various categories and definitions of the non-Ferrous Metal Waste are given in the relevant Schedule of the Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008 as amended by the Government by subsequent Amendments.
- (e) The bidders shall be responsible for ensuring that all Registration Certificate 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. Seller/MSTC as its sole discretion may ask the Bidder to extend the validity period of their Registration Certificate for a suitable period as deemed fit by Seller/MSTC and in such event the Bidders shall be bound to do so, failing which their Bid/Contract may be rejected/cancelled at the sole discretion of Seller/MSTC and no complaint in this regard will be entertained from the Bidder.



- (f) 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.
- (g) Seller/MSTC reserves its right to demand copy of any other document/License/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.
- (h) For Hazardous Items requiring Pollution Control Board (PCB) Registration Certificate from the State or Central Govt. or both (as the case may be), if the successful Bidder has/had a valid certificate which expired 30 (thirty) days before the date of opening of e-Auction, he must submit along with the EMD, a copy of the expired Certificate and a copy of his Application to the concerned statutory Authority for extension with a proof of submission of such Application. Further he must submit copy of valid Certificate within 15 (fifteen) days from the date of closing of E-Auction, failing which his Bid will be treated as invalid. Such Certificate must remain valid/extended till the period of processing of material after delivery. It will be deemed that the Bidder have read and understood and undertake to abide by all the provisions of the Hazardous Wastes (Management, Handling and Trans boundary Movement) Rules, 2008 and subsequent Amendments issued by the statutory Authorities.

**3.9 CONDUCT DURING DELIVERY:** Buyers shall solely be responsible for movement and proper behavior of their deputies, agents, and laborers within Seller premises. If any damage is caused to the company's property, the buyer is responsible to make good such damage to the satisfaction of Seller, and the decision of Seller in this regard shall be final and binding.

**3.10 ACCIDENTS ETC. TO BUYER'S LABOURER:** Seller/MSTC 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 labor representative. The buyer will be solely responsible for any claim arising out of the employment, injuries to laborers in the course of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves, tools, helmet, safety goggles, boots etc.) to the laborers who are engaged for handling of the goods. The successful bidder shall bring workmen who are having ESI/PF registration and covered under ESI/PF schemes. In the absence of such ESI/PF schemes/coverage for such workmen, the successful bidder shall furnish an undertaking / Indemnity Bond to the Seller declaring that the compensation to their workmen shall be paid by them by way of an insurance policy for those workmen so employed for the purpose of welding / cutting / bundling / sorting, etc. as per the Workmens Compensation Act 1923.

*Signature of the Bidder.*





#### 4. **Bank Details for money transfer through RTGS/NEFT**

Name of the Bank: State Bank of India, Chavara, Kollam.

Bank A/C No. 57013595003

IFSC Code: SBIN0070055

**After remittance of the amount, the party has to intimate the following details to M/s. IREL(I)L.**

UTR No.

Name of the party.

Date of remittance.

Amount remitted.

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#### 5. **PRICE SCHEDULE**

| Name of work   | Qty               | Rate per Kg<br>( in Rs.) | Total amount (In<br>Rs.) |
|--|-------------------|--------------------------|--------------------------|
| Disposal of Plastic Waste –Old HDPE / PP 50 Kg<br>capacity Bags from IREL (India) Limited, Chavara<br>Unit | 18000±10%<br>(Kg) |                          |                          |

The rate offered is the basic rate. GST at applicable rates to be paid extra.

**The Sale Order shall be issued to the highest successful bidder.**

For IREL (India) Limited

Signature of tenderer.....

Seal