



KERALA STATE POLLUTION CONTROL BOARD

(Government of Kerala)

Environmental Surveillance Centre

FACT Quarter No.S-5, Udyogamandal P.O., Ernakulam, Kerala – 683501

www.keralapcb.nic.in

e-mail: esceloor@yahoo.co.in

Phone: 0484-2545678

Mobile- 9447975747

TENDER **FOR** **PURCHASE OF CHEMICALS FROM EDAYAR ZINC LIMITED**

Tender No. PCB/ESC/GEN/BZDC/2018

Dated: 15.08.2018

TECHNICAL AND COMMERCIAL BID

1.0 PREAMBLE

- 1.1** Sealed tenders are invited in Two part system from Registered Traders (approved by Govt. of India/State Govt.) or Industries having consent with any State Pollution Control Board or with the Central Pollution Central Board for purchase of chemicals as per the proforma annexed herewith as Annexure – ‘A’ on “AS IS WHERE IS” basis from Edayar Zinc Ltd., (formerly Binani Zinc Ltd.), Edayar, Binanipuram P.O., Ernakulam – 683502. The exact quantity of the chemicals at the time of placing the order for the same may increase or decrease from indication in the Annexure.
- 1.2** Edayar Zinc Ltd., (formerly Binani Zinc Ltd.,) located at Edayar imports zinc concentrate, processes it and produces zinc and its alloys for sale in India. Sulphuric acid is the main by product of the process. The company has got capacity to produce 38,000 TPA of zinc and 50,000 TPA of sulphuric acid.
- 1.3** Due to certain problems, plant was stopped all of a sudden in the year 2014 without following the normal plant shut down procedure. Because of this some intermediate chemical like zinc sulphate and calcine were left behind in process vessels/equipment. Imported zinc concentrate along with zinc purifying chemicals and water treatment

chemicals, electrolytes etc., were also present in the unit at the time of plant shut down. By product sulphuric acid was there in the plant. The company at present is attached by the Punjab National Bank Ltd., and the liquidation process is going on. However the chemicals meant for disposal are not coming under liquidation process.

- 1.4** As the plant was under long shut down and no preservation activities were carried out the storage tanks of the chemicals are in various stages of damage. Kerala State Pollution Control Board (KSPCB) has taken note of the chemicals stored in the plant and constituted a Monitoring Committee consisting of elected members of local panchayat, members of statutory bodies and FACT Engineering And Design Organisation (FEDO) as the consultant and supervisory agent for the disposal of chemicals. Subsequently, KSPCB has constituted a Technical Committee to deal with the tender evaluation, award of work orders and all other aspects for safe disposal of chemicals.
- 1.5** This tender is as part of a process for the safe and environment friendly disposal of the chemicals, as per section 32 of Water (Prevention & Control of Pollution) Act, 1974.

2.0 DETAILS OF BID

The chemicals in M/s Edayar Zinc Ltd., may be inspected by the interested bidders, if they so desire, on all working days during 09.00 A.M. to 04.00 P.M. except Saturday, Sunday & National/local holidays from 16.08.2018 to 31.08.2018 by contacting Assistant General Manager (Process) – FEDO, Udyogamandal, Ernakulam, Phone: 0484-2568763 and Mobile: 9446435451. The principle of Caveat Emptor applies.

3.0 SUBMISSION OF TENDERS

- 3.1** The bid shall be in two parts. Part-A (Technical Bid) and Part-B (Price Bid) as detailed below. Two separate sealed envelopes should be used for submitting the quotation. The envelopes shall be super scribing “**Tender for Purchase of Chemicals**”. Name of the agency should be mentioned on the envelopes.

3.2 Part-A (Technical Bid)

The first envelope shall contain the following documents along with Part-A of the bid.

- 3.2.1** Demand draft of **Rs. 5,000/- (Rupees Five Thousand only)** drawn in favour of “**The Environmental Engineer, Environmental Surveillance Centre, Kerala State Pollution Control Board**” payable at **Udyogamandal** as **Earnest Money**

Deposit.

- 3.2.2 Self certified copies of Registration Certificate/Trade License issued by the Govt. of India/State Govt. and/or Consent issued by any State/Central Pollution Control Board in their own name/organization for handling/transportation of hazardous chemicals.
- 3.2.3 Self certified copies of PAN & GST registration.

3.3 Part-B (The Price Bid)

The second envelope shall contain:

- 3.3.1 Financial quote for purchase of chemicals. The financial quote shall indicate rate per kg (Annexure – ‘A’) offered for each item separately as indicated in Annexure – ‘A’.
- 3.4 The bidders are deemed to have visited the site and familiarized himself thoroughly the condition of materials available for disposal. The bidders are required to quote their highest and best rates against each chemicals as per Annexure – ‘A’. The bidders can quote either for one or more chemicals selectively or for all the chemicals mentioned therein.
- 3.5 The bidders shall carry the valid photo identification card issued by State/Central Government, without which inspection will not be permitted. In case the bidders send their authorised representative for inspection, they will be permitted subject to their producing the authorisation letter and photo identification card (issued by State/Central Govt.).
- 3.6 All taxes, duties, levies or assessments of any kind at present are to be included in the quoted price. The bid shall clearly indicate incidence of taxes and duties.
- 3.7 Bidders to note that, in case of “ZINC CONCENTRATE” customs clearance is to be obtained.
- 3.8 Both the Envelopes containing Part A and Part B of the bids separately complete in all respects shall be placed in a Single Large Cover sealed and super scribed with the Tender Number, name of work, Due Date and Time.
- 3.9 Bidders shall sign each and every page of the tender notice and submit with the bid.
- 3.10 Tender may be sent by post sufficiently early so as to reach the office of **“The Environmental Engineer, Environmental Surveillance Centre (KSPCB), FACT –**

Quarter No.S-5, Udyogamandal P.O., Ernakulam, Kerala – 683501” within time, or may be delivered to the undersigned not later than **13/09/2018 upto 3.00 P.M.** The tenders will be opened at 3.30 P.M. on same day in the presence of bidders or their representatives.

3.11 No Bids will be accepted after the due date & time under any circumstances. This office will not be responsible for any postal/courier delay and also for reasons beyond the control of this office.

3.12 Late tenders and bidder not complying with the conditions will be rejected and no appeal/request will be entertained.

4.0 PROCEDURE FOR SELECTION OF BUYER

4.1 The price bids of only those bidders who qualify as per Part-A will be opened for final evaluation.

4.2 Issuance Of Sale Order: Upon acceptance by KSPCB of the price offered by the H1 bidder, an Acceptance Letter/Sale Order will be issued by KSPCB to the successful bidder(s).

4.3 If there is a tie in the highest bid (H1) position, the tie shall be broken by obtaining revised rates from the highest bidders.

5.0 TENDER EMD

5.1 The EMD shall be of Rs. 5,000/- and the bidders are required to send their tenders along with a Demand Draft of Rs.5,000/- (Rupees Five Thousand only) drawn in favour of **“The Environmental Engineer, Environmental Surveillance Centre, Kerala State Pollution Control Board”** as Earnest Money, which will be refunded without interest to the unsuccessful bidders on their written request after awarding of the contract. Name of the firm, telephone number and name of item may be written on the reverse side of the Demand Draft.

5.2 If any bidder retracts from or revises his bid during the validity period or fails to submit bid amount and execute the required agreement when the contract is awarded or fails to commence the execution of work on the stipulated work, the EMD shall be liable to be forfeited without prejudice to KSPCB’s right to claim damages.

5.3 No interest will be paid on the EMD.

6.0 **VALIDITY**

The tender shall remain valid for 90 days from the date of opening the Technical bid (Part-A). No bidder without permission of KSPCB can withdraw the offer or revise the quote within the aforesaid period of 90 days. If the bidder(s) withdraws/revises/revokes or expresses unwillingness to confirm with his offer, the EMD remitted by the bidder(s) against this tender shall be forfeited by KSPCB without prejudice to KSPCB's right to claim damages.

7.0 **PICKUP PERIOD**

7.1 The successful bidder(s) will have to lift the offered chemicals (except zinc sulphate solution) at their expenses in the supervision of the designated officer(s) of the KSPCB within reasonable time not more than one (1) month from the intimation for lifting the same after depositing the entire bid amount. In case the material is not removed within the prescribed time the EMD will be forfeited and any loss what so ever occurring due to this, will be recovered from the bidder(s).

7.2 The successful bidder(s) will have to lift the zinc sulphate solution at their expenses in the supervision of the designated officer(s) of the KSPCB within reasonable time not more than three (3) month from the intimation for lifting the same after depositing the entire bid amount. In case the material is not removed within the prescribed time the EMD will be forfeited and any loss what so ever occurring due to this, will be recovered from the bidder(s).

7.3 The successful bidder(s) will be allowed to lift the chemicals from the premises of the factory on all working days between 09.00 A.M. to 04.00 P.M. except Saturday, Sunday & National/local holidays.

7.4 The chemicals shall remain in every aspect at the risk of the successful bidder(s) from the time of acceptance of his offer. KSPCB will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed.

8.0 **TERMS & CONDITIONS OF THE TENDER**

8.1 Hypothetical/conditional tender will not be entertained. Tender once submitted shall not be allowed to be amended/withdrawn till finalization of the matter, otherwise action will be taken against such bidder as deemed fit by the Competent Authority.

- 8.2 The inspection of material should be done carefully by the prospective bidders or their representative in this office premises on all working days between 09.00 A.M. to 04.00 P.M. except Saturday, Sunday & National/local holidays on 16/8/2018 to 31/08/2018 and query, if any be raised to the concerned officer/official at the time of inspection. No further clarification will be entertained after the above inspection.
- 8.3 Over-writing/over typing or erasing of the figures are not allowed and shall render the tender invalid. Each page of tender document should be signed by the bidder(s). Unsigned & incomplete quotation is liable to be rejected.
- 8.4 The Technical Committee will deal with the bidder(s) directly and no middleman/commission agents etc. should be asked by the bidder(s) to represent the cause and they will not be entertained by the Technical Committee.
- 8.5 The Technical Committee in its discretion, reserves the right to reject or accept any or all the tenders, partly or completely, at any time without assigning any reason thereof.
- 8.6 All the bidders shall ensure compliance with the provisions contained in The Manufacture, Storage & Import of Hazardous Chemical (Amendment) Rules, 2000, Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and guidelines issued by the Govt. for disposal/recycling/reuse in an environment friendly manner and any other notifications notified thereafter by the Govt. Of India/State Govt./Union Territory.

9.0 **TERMS & CONDITIONS OF THE SUCCESSFUL TENDERER**

- 9.1 The successful bidder(s) will have to deposit the entire bid amount

Either by demand draft/pay order drawn in favour of "**The Environmental Engineer, Environmental Surveillance Centre, Kerala State Pollution Control Board**", payable at **Udyogamandal**.

(Or)

Through RTGS/NEFT in the account having Account No. **37845441985 with SBI, Udyogamandal Branch (IFSC Code No. SBIN0070158)**. (The details of unique transaction reference of RTGS/NEFT payment shall be provided in writing to KSPCB)

before lifting the chemicals or within 10 days of issue of sale order whichever is earlier.

- 9.2 The successful bidder(s) shall engage his own labour for lifting the same only from the place earmarked for the purpose and shall have to bear the Cartage for lifting the same.
- 9.3 Chemicals will be required to be lifted from the Edayar Zinc Ltd., (formerly Binani Zinc Ltd.) Edayar, Binanipuram P.O., Ernakulam – 683502 under the supervision of designated officers/officials of the KSPCB.
- 9.4 The successful bidder(s) should send advance intimation to KSPCB regarding their date of arrival to Edayar Zinc Ltd., for lifting the chemicals.
- 9.5 The successful bidder(s) will have to obtain the customs clearance (applicable for zinc concentrate) before lifting the chemicals and shall bear the expenses if any.
- 9.6 The successful bidder(s) will have to abide by the terms and conditions as may be fixed from time to time by the Technical Committee.
- 9.7 Chemicals will be lifted under the supervision of designated officer(s) of the KSPCB. Chemicals will have to be removed within the time stipulated in the work order awarding purchase of items to the successful bidder. No extension or time will be given under ordinary circumstances. Delay beyond the stipulated time, may entail cancellation of award/order and forfeiture of the EMD.
- 9.8 The successful bidder(s) shall obtain authorization certificate from the Govt. of India/State Govt. in their own name/organization before lifting of the chemicals.
- 9.9 The chemicals purchased shall not be used for any criminal activities. To that effect, the successful bidder(s) shall furnish an undertaking to KSPCB from the local police station.
- 9.10 The successful bidder(s) 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 KSPCB at the time of taking delivery of the chemicals, failing which their bid will be liable for rejection.
- 9.11 In case of sale involving inter-State movement of goods, the bidder shall also submit a No objection Certificate (NOC) from the concerned State PCB with whom the bidder is registered, to the KSPCB before taking delivery, failing which the bidder will be responsible for all the consequences and the KSPCB shall take further decision as may be deemed fit by them.

10.0 PROJECT WORK WITHIN EDYAR ZINC LTD. PREMISES

- 10.1** From the commencement to the completion of the project work the successful bidder(s) shall take full responsibility for all losses and damages if any, suffered to works, men or materials. In case of any damages, loss or injury that shall happen to the works or any part thereof or to any temporary works from any cause whatsoever the successful bidder(s) shall at his own cost repair and make good in conformity in every respect with the requirement of the order.
- 10.2** The successful bidder(s) shall comply on all respects with the provisions of any, ordinance, law, rules, regulations or bylaw of any local or other duly constituted authorities etc which may be applicable to the work. The successful bidder(s) shall comply with the provisions of the contract Labour Regulation, Abolition Act and all other applicable laws.
- 10.3** The successful bidder(s) shall engage only ESI/PF registered workers for lifting of chemicals sold to them and shall strictly follow the rules and regulations of ESI/PF acts and any other statutory acts or requirements as applicable.
- 10.4** The worker employed by the bidder shall be properly trained for handling of the materials and for dealing with emergencies arising out of spillages or releases.
- 10.5** The successful bidder(s) shall ensure that TREM cards (Transport Emergency Cards) are made available in the vehicles in which the chemicals are transported.
- 10.6** The successful bidder(s) shall pay all taxes, duties, levies, royalties, rent or other payment or compensation if any, for arranging cartage & fuel required for the work including lifting of chemicals.
- 10.7** The successful bidder(s) shall be responsible for the good conduct, competence, proper and prompt performance of the labourers employed by him.
- 10.8** The safety regulations attached at Annexure – ‘B’ will be observed by the bidder for this work, to the extent applicable to him.

11.0 SETTLEMENT OF DISPUTES

The parties hereto agree that any dispute or difference or claims arising out of or touching this agreement shall, as far as possible, be settled amicably through mutual discussions

and failing such settlement, such disputes or differences or claims shall be referred to the sole arbitrator to be appointed by the Chairman, KSPCB. The proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 2016, Act 3 of 2017 with all or any statutory modifications from time to time. The venue of Arbitration shall be at Ernakulam, in the state of Kerala.

12.0 JURISDICTION

12.1 Any dispute or questions relating to or arising out of the agreement shall be subject to the exclusive jurisdiction of the High Court of Kerala alone.

12.2 The KSPCB reserves the right to reject any or all tender or to accept any tender or wholly without assigning any reasons whatsoever. No claim shall lie against KSPCB on this account and KSPCB's decision in this regard shall be final and binding on the bidders. KSPCB reserves the right to obtain any clarifications and documents on the Part-A of the bid. Part-B of those bidders will be opened only when Part-A bids of those bids were made acceptable.

KERALA STATE POLLUTION CONTROL BOARD

Sd/-
Chairman
15/08/2018

Encl: Annexure – 'A'

Annexure – 'B'