



# Indian Synthetic Rubber Private Limited

(Joint Venture of Indian Oil, TSRC- Taiwan)

**Contact Address:**  
Opposite Naptha Cracker Polymer Terminal Gate.  
P.O.: Panipat Refinery, Panipat-132140  
Tel.: +91-180-252-9100,9200 & Fax: +91-180-252-9138

## Request for Quotation

<b>Vendor Code :</b> 10000232 <b>Vendor Name:</b> RFQ for CHA & Transportation of Imported Material for ISRPL <b>Vendor Address:</b> X . 000000 <b>Contact Person:</b> <b>Phone:</b> <b>Email:</b> <b>Vendor GST No.:</b>	<b>RFQ No:</b> 4100016831 <b>RFQ Date:</b> 25.10.2021 <b>PR No.:</b> 2000001748 <b>Purchase Group:</b> Service <b>Contact Person:</b> Varinder <b>ISRPL GST NO.:</b> 06AACCI3980J1ZE
	<b>Service to be delivered at:</b> Indian Synthetic Rubber Private Limited Opposite Naphtha Cracker Polymer Terminal Gate P.O. Panipat Refinery, Panipat

**Quotation Deadline Date :** 09.11.2021 **Time :** 1300 Hrs

**Subject:** RFQ for CHA & Transportation of Imported Material for ISRPL Panipat Haryana Site.

Dear Sir,

Bids are invited in Two Bid System at ISRL, Panipat for the above referred subject work.

Last Date and Time for submission of offer: For Last Date and Time please refer page 1 of the tender.

ISRPL take no responsibility for delay, loss or non-receipt of tender documents sent by post or courier. Fax/E-Mail offers shall not be accepted.

The bid shall be submitted in the manner described in other terms & conditions in the tender.

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00010	CHA & Tpt of Imported Material	1	Activ.unit	01.01.2022

The essential Criteria for evaluation in selection of Contractors (CHA/ C& F Agent are as under:  
Qualification

• The Contractor/ Tenderer should have the following:

1.Valid regular Customs House Agent license in its name



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2. Minimum experience of 10 years in the field of customs clearance done in own CHA licences in concerned ports ( JNPT/ Mumbai, Mundra , Delhi ICD/Gari Hassru, Air Port Mumbai and Delhi with valid supporting .CHA experience in chemical and liquid is must .

3. Must have offices sea ports / ICD ( JNPT ( Navsheva) / Mumbai, Mundra , Delhi ICD and Gari Hassru, etc. Mumbai Air cargo and Delhi air cargo have office or either in its name or associates.

· If the Contractor/ Tenderer takes CHA and/ or Transportation (s) as Associates, names of all CHA must be provided for each port and CHA shall have to qualify individually.

### Financial Pre-qualification criteria for Bidders:

1- Bidders must have an Average Turnover of at least INR 7.87 Cr during last 3 financial years. (Last 3 year balance sheets to be attached in bid ending with 2020-21 ,if balance sheet of 2020-21 is not audited then provisional balance sheet to be provided.)

2- Bidders must have experience of having successfully carried out and completed similar work during last 3 financial years ending last day of the month previous to the month in which bids are invited, of which experience should be any one of the following:-

A- Three similar completed works, each costing not less than the amount equal to INR 1.37 Cr.

or

B- Two similar completed works, each costing not less than the amount equal to INR 1.77 Cr.

or

C- One similar completed work costing not less than the amount equal to INR 2.95 Cr. (work orders copies of last 3 years executed jobs to be attached as a proof).

3- The Vendor must have a positive Net Worth for the last three financial years (Audited Annual accounts statements are required to be submitted)

4- The Vendor's business should not be into continuous cash losses for last three financial years.

### SCOPE OF WORK

CHA/ C&F Agent Handling , Transportation, Storage, Stacking, Loading/ Unloading, Delivery of Sea/ Air Imports of Chemical & Liquid Cargo (Hazardous/ Non Hazardous form) in Box containers, ISO tanks Containers/

Refrigerated Containers, etc.

The following cargos are expected to import from Jan 2022 - Dec 2023.,

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regular basis and volume/quantity imported approx 650 TEUs for the period along with LCL (less container load). It may be container/ISO tank containers in form of Full Container Load(FCL)/Less Container Load (LCL).

### TYPE OF CARGO'S HANDLED

The import items may include one or more items out of the following.

#### Sl.No / Product Description/ Type of packing

- 1 Rosin Acid(GUM) Solid / Drums
- 2 Low PCA process oil - TDAE Oil ISO Tank cont. (Liquid)
- 3 Styrenated phenol(SP) Drum ( Liquid)
- 4 Alkyl aryl p-phenylene diamene (SAO) Drum ( Liquid)
- 5 Tertiary dodecyl mercaptant(TDM) Drum ( Liquid)
- 6 Lomar PW /TAMOL NN Drum ( in paper bags)
- 7 Pinane Hydrperoxide(PHP) Drum ( Liquid)
- 9 Engg Goods and Spare Parts Including capital Goods

Any other types of cargo as and when required basis.

### 01. Role and Performance Requirements of CHA/C&F AGENT:

1. The agent shall act as Custom House Agent on behalf of ISRPL or as directed by ISRPL for specified consignments (High Sea Sale material to other Agency/customer) for clearing, forwarding and transporting packages of raw materials in form of Chemicals, Liquid or any other form like, capital goods, machinery, spare parts etc. received from any foreign country at the ports like Mumbai/ JNPT/ New Delhi/Kandla/Mundra/ Pipava, on receipt of instructions from ISRPL. The imports may be covered by Project Import/ Advance Licenses, EPCG etc./ Ad-hoc exemptions and other notifications in addition to normal merit clearance.

2. The agent shall keep valid Licenses Granted to him by the Customs and Port Authorities for performing the services of CUSTOMS HOUSE AGENT (CHA) till the completion of Contract if awarded.

3. The Agent will be required to perform all duties as prescribed under Customs Act 1962 & Customs House Agents Regulations 1984 , GST and as amended from time to time.

4. The Agent shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Port Trust, Customs, JDGFT/DGFT, Central Excise and Customs Act 1962, Central Excise Act 1944, Finance Act 1994, FEMA 1999 and Foreign trade Development and Regulations Act 1992 , GST amended time to time and other concerned authorities for clearance and carriage of goods by Sea/Rail/ Air / Road.

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## 2. Clearing and Forwarding of Sea/Air Import Cargo:

1. The CHA/ C&F agent will be responsible for custom clearance of cargo arrived through various mode i.e., FCL Containers, LCL Containers of different capacities and types, ISO Tanks of different capacities and types, Air / Sea / Land / Courier Shipments, Sample Shipments etc.

2. The CHA/ C&F agent shall collect import documents immediately on arrival of cargo from the appointed steamer agents, supplier's agents and other agencies as instructed by ISRPL from time to time.

3. On collection of shipping documents, CHA/ C&F agent shall in consultation with ISRPL file appropriate bill of entry (MERIT, Advance Licence/ DFIA , EPCG, PI, any incentive scheme ,warehouse (Into bond) Ex- Bond , Re import etc. ). In special cases if required, CHA/ C&F agents shall obtain permission for filing manual 'Bill of entry' and file the same with appropriate authorities.

4. CHA/ C&F Agent shall file the BILLS OF ENTRY expeditiously, with the supplier's invoice copy and other documents available in the shipping documents without waiting for any other documents.

5. The CHA/C&F Agent shall verify the completeness of all the documents and shortcomings, if any, shall be brought to the notice of ISRPL for necessary action.

6. CHA/C&F Agent shall depute/ nominate their representative to ISRPL offices for day today co-ordination and collection of documents required for filling the bill of entry and assessment of bill of entry. (Purchase Order copies, Licenses, TRAs ( Telegraphic Release Advise), and other required Documentation)

7. After filing of the Bill of Entry, CHA/C&F Agent shall proceed expeditiously for assessment and obtain Check prints for verification.

8. The CHA/C&F agent shall equip itself in advance with all necessary information that may be required for answering customs queries. Agent shall take any necessary steps to answer both Oral/ verbal and written queries without any delay. In case of need of clarification from ISRPL the same should be communicated immediately to ISRPL. Demurrage, delay and detention on account of delay in communicating the queries to ISRPL shall be borne by agent.

9. The CHA/C&F agent shall arrange to collect the Ocean Freight Bills & Container Detention working sheet from the steamer/Line agent. CHA/C&F agent

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will also collect the relevant documents from ISRPL such as OBL, Freight Cheques, Container bond, other documents for submission to Forwarders/Carriers/Steamer/ Line Agents and deposit the same with the respective agencies to obtain Delivery Orders. In case, cargo is shipped through multiple agents, release order to be obtained from each of the steamer/ line agent& obtain final delivery order.

10. The CHA/ C&F agent shall arrange for registration and release of TRA and/or the connected concessions for processing Bills of entry.

11. On Confirmation from ISRPL, the CHA/ C&F agent will process the bill of entry and inform for the payments of customs duty.

12. In case of non-availability of appropriate Customs Officers, CHA/ C&F Agent shall arrange for assessment and final clearance through alternate Customs Officers for avoidance of any delay in clearance of the consignments.

13. It is expected that CHA/ C&F agent shall arrange assessment and clarify document discrepancies on his own in most of the cases where the discrepancies are of minor nature.

14. After obtaining Passed out of CHA/C&F agent shall arrange for completion of other formalities including payment of Port Authority Levies (Wharfage, Demurrages, Warehouse charges, Shipping line Charges / CFs Charges , Statutory levies/ charges and other similar charges). The same will re-imbursed by ISRPL as per actual subject submission bills.

All the re- imbursments bills should be complied as per GST Requirements .

We need original invoice as per GST and Debit note will be accepted only in case of differentail value and tax.

All bills should be physically signed and stamped , Authenticated digitally signed bills are not acceptable and avial the credit and thereafter contractor should raise invoice charging applicable GST to ISRPL.

HSN , SAC and GSTIN details should be mentioned all the invoice / bills etc

All the reimbursement bills with GST invoicing to be submitted in favour of M/s ISRPL by the contractor . The contractor to collect GST Invoices in it's favour from individual service providers.

15. The CHA/C&F Agent shall arrange for tracing of the cargo at Port Trust and at various CFS and arrange for Loading of the cargo into vehicles,

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trailers, trucks.

16. CHA/C&F Agent shall employ labour both for loading of cleared consignment and delivering the same at the premises of ISRPL.

17. As it may not be possible to arrange for dispatches to ISRPL Factory/ nominated place, CHA/C&F agent shall arrange to transport the cleared cargo to his warehouse/temporary closed storage within port limit or nominated area in discharge ports.

18. Original bill of entries both Importer Copy (Duplicate Copy) Exchange Control Copy (Triplicate Copy) should reach ISRPL immediately upon completion of customs clearance not later than 7 days.

19. Filing of the provisional bill of entry whenever and where ever necessary  
20. Final assessments of provisionally cleared bill of entries in a stipulated time.

21. Finalization provisional assessed bill of entry its cancellation bond executed if any etc

22. Customs Clearance under direct port delivery (DPD).

The so-called direct port delivery (DPD) scheme was introduced at the Jawaharlal Nehru Port , DPD allows importers/consignees to take delivery of the containers directly from the port terminals and haul them to factories without taking them first to a CFS and from there to factories..

CHA have to do the customs clearance under DPD scheme whenever as per ISRPL request and to complete the formalities both customs, terminal, port and transportation etc . CHA has to c-ordinate with transporter for the placements trailers / lorry upon berthing of the vessel or unloading the ISRPL containers. Arrange the delivery under hook. All the DPD formalities has to be completed within prescribed time. any deviation may attract fine , penalty or any extra expenses incurred due to any forms of inefficiency related customs , terminal, port and transportation on contractors account .

### 3. Time Period of Clearance of Import Cargo

# The CHA/C& F agent will be required to effect clearance and dispatch of all consignments in the shortest possible time after their arrival and ensure to avoid any type of delay, detention and demurrage associated with clearance of the cargo/consignments.

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# If Customs and Port Clearance is delayed beyond the prescribed period, demurrages and other punitive charges on account of physical clearances after period allowed will be recovered from the Bills of CHA/C&F agent for the actual delay caused by the CHA/C&F agent.

# Bills of Entry under MERIT Clearance : 3days

# Bills of Entry under Advance licence/ DFIA/EPCG/PI Clearance : 5days(Including time taken for arranging and registering TRA/CRA)

# Bills of Entry under other Customs Notifications : 3 days

# Bills of Entry for Consignments on High Sea Sales Basis :3 days

However in case of genuine difficulty on the part of CHA/C&F agent due to reasons not attributable to CHA/C&F agent (non - availability Customs Officers/System failures and other similar reasons) demurrages and detention will be borne by ISRPL.

#### 4. Correct Duty Payment:

It is the responsibility of the CHA/C&F agent to ensure that correct duty is being paid. In case due to reasons attributable to CHA/C&F AGENT, excess duty is paid, duty paid over the actual duty payable shall be recovered from the bills of CHA/C &F agent. This recovery will be refunded in case CHA/C &F agent is able to arrange for refund of such duty which is paid in excess.

#### 5. Registration of Licenses/PI Concessions/other Concessions/ TRAs etc.:

1. The CHA/ C& F Agent is required to register the licences related to import or export in order to facilitate the clearance under said licences or any incentives schemes.

2. The CHA/C&F Agent will be required to apply for and obtain TRAs for ADVANCE licences/EPCG Licenses, and other duty free Licenses/Exemptions from Time to time

3. For obtaining TRA, CHA/C&F Agent will arrange to collect the necessary documents including TRA application, copies of shipping documents and original licenses.

4. CHA/C&F Agent will file and process the TRA through Customs Sea and/or Air as the case may be and obtain the TRA.

5. On obtaining the TRA, CHA/C&F agent shall proceed expeditiously for registration of the same in Customs Air and/or Sea as the case may be. In any

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case TRA shall be registered within one day after obtaining the same. CHA/C&F agent shall also register TRAcS pertaining to ISRPL, received from SEA Ports other than designated port.

6. CHA/C&F Agent shall arrange to receive/collect the necessary original licenses and corresponding BONDS from ISRPL as and when required and register the same with SEA/AIR Customs as required by ISRPL. Registration of Licenses shall mean completing the EDI systems entry in full including initial amendments if any.

7. CHA/C&F Agent shall also arrange to register amendments in Licenses as the case may be from time to time as required by ISRPL. Time taken for registration of such licenses shall not be more than 5 Working days in any case except in case of Systems Failure or other reasons not directly attributable to CHA/C&F agent.

8. As and when required by ISRPL, CHA/C&F agent shall arrange to collect debit sheets of licenses from Customs Department. This arrangement shall include Licenses registered by ISRPL or any other allied agency.

## 6. Bond Closure Activity:

1. CHA/C&F agent shall arrange to collect the original licenses and other required Documents as directed by ISRPL from time to time.

2. Submit the documents at the appropriate section of sea/ air Customs and arrange for closure and surrender of the bonds corresponding to the Licenses.

3. ISRPL shall provide documentary assistance, clarifications and also shall arrange for personal appearances for clarifications as necessary .CHA/C&F Agent shall arrange for expeditious reconciliation of the Licenses and arrange for surrender/cancellation of the Bonds.

## 7. PHYSICAL CLEARANCE OF IMPORTS

1. The CHA/C&F agent shall collect relevant import documents from ISRPL for completing customs inspection/examination before arranging for clearance of imported goods. For all import consignments (break-bulk, LCL and FCL etc.) original/duplicate bills of entry (for Home consumption/ into bond/ Ex-bond) requiring customs examination/inspection, the CHA/C&F agent shall arrange to obtain the services of customs officials for conducting examination/inspection at harbour/rented plot and other customs notified areas. He shall meet such incidental expenses as may be necessary for getting this examination/inspection conducted. ISRPL will render all technical assistance which may be required for examination/ inspection. Thereafter,

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process of clearance applicable to import mentioned in the succeeding paragraphs will apply.

2. In the case of LCL container cargo, ISRPL will hand over the relevant documents and it will be the responsibility of the CHA/C&F agent to clear the consignment at Port/CFS or customs notified areas, inter-carting and unloading at plots/ stockyard/CFS. Demurrage incurred, if any, due to delay in clearance will be to CHA/C&F agent's account as per actuals.

3. In the case of Full Container Cargo or ODC, ISRPL will hand over the relevant documents and it will be the responsibility of the CHA/C&F agent to arrange for delivery order, direct loading, de-stuffing as the case may be, by himself. The CHA/C&F Agent shall collect the cheque towards container detention from our Office & submit it to the steamer Agent. The CHA/C&F agent to arrange within the validity time, container clearance from discharge port other & customs notified areas. Further if de-stuffing is to be done by the CHA/C&F agent, he shall obtain the acknowledgement for return of empty container from steamer agent and hand it over to ISRPL. Demurrage incurred, if any, due to delay in clearance will be to CHA/agent's account as per actuals.

4. In the case of cargo requiring survey and repacking either at plot or at wharf or other customs notified area, the CHA/C&F Agent will arrange for opening of cases, counting, weighing and repacking the same immediately after the survey is conducted.

5. In the case of cargo requiring bonding, duplicate bills of entry and import applications duly processed will be handed over to the CHA/C&F agent who will arrange for inspection by the Preventive Officer and bonding them in the area specified for the purpose. Any incidental expense in connection with the bonding will have to be met by the CHA/C&F agent. When required by the company it shall also be the responsibility of the CHA/C&F agent to ensure that bonded materials are loaded in vehicles/wagons for transportation to plots/ stockyard after obtaining necessary permission from the bond officer. Necessary documents for movement under transit bond will be processed by ISRPL and handed over to the CHA/C&F agent for similar action.

6. In case of bonded consignments, the CHA/C&F agent should hand over the duplicate copy of the Buff Bills of Entry within 72 hours after the completion of the clearance to the customs authority.

7. In all import cases of home consumption, the CHA/C& F Agent shall hand over duplicate and triplicate bills of entry to ISRPL within 72 hours of clearance of consignment.

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## 8. Short Landing, Damaged Goods and Survey:

1. While taking delivery of Customs cleared ISRPL Cargo from Ports Authority/CFS or other authorized statutory custodians of Cargo, CHA/C&F Agent shall physically verify for Quantity with respect to the Shipping Documents. CHA/C&F agent shall also verify physical condition of the Cargo for damages.

2. It shall be the responsibility of CHA/C&F agent to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/ short delivery/ losses/damages. Under no circumstances, the intimation be time barred. In case of time barred cases, the loss sustained by ISRPL shall be to the account of the CHA/C&F agent.

3. In case of goods specified by ISRPL and in case of apparent damages, the CHA/C&F Agent will apply for survey by Carriers, Port authorities, underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the CHA/C&F Agent shall lodge claim with the appropriate authorities.

4. In case damages are observed, CHA/C&F Agent shall immediately inform ISRPL. CHA/C&F also shall arrange and conduct survey of the damaged goods along with authorities from Port Trust, authorized custodians and Surveyors approved by ISRPL. CHA/C&F agent also shall expedite survey reports and forward the same to ISRPL within a period of 10 days from the date of survey.

5. In case shortage in Quantity is observed by the CHA/C&F agent, claims shall be lodged with the appropriate authorities and short landing certificate and appropriate certificates shall be obtained by CHA/C&F agent without waiting for instructions from ISRPL.

6. The CHA/C&F agent is responsible for safe transportation of the goods. CHA/C&F agent shall affect open delivery of the cases of major damage after completing the due processes.

7. The CHA/C&F Agent will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

## II

### Transportation of Import Cargo after customs clearance. Clearance.



# Indian Synthetic Rubber Private Limited

(Joint Venture of Indian Oil, TSRC- Taiwan)

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- 1.The Tenderer ( Transporter) should have minimum five years' experience in transportation of bulk materials. The tenderer should furnish the experience details of their last five years.
- 2.Transporter must have Prior handling experience of Chemical/ liquid cargo/ ISO tank etc. along with the client details with types of cargo handled.
- 3.At least 30 trailers / lorries (of capacity 20-30 MT) should be registered either in the name of the bidder, Directors and or Partners.
- 4.Transporter must have warehouse with destuffing facility must in adjacent JNPT ( Navsheva ) and MUNDRA is desirable for destuffing the import cargo.
- 5.The Transporter should have the office either at Mumbai or based on ISRPL requirement and branch office at Panipat, Mundra and delhi . Incase there is no office at Mumbai / Mundra / Delhi transporter has to establish the offices and Branch Office at Panipat , before starting the transportation in order to address the transportation related issues at ISRPL Plant.

## Scope

1. On instructions from ISRPL, CHA/C&F Agent will be required to transport the Customs Cleared consignments after taking delivery.
2. CHA/C&F Agent shall arrange for loading into vehicles arranged by themselves for direct dispatch to plots/ stockyard/CFS by ensuring no damages occur during loading and unloading.
03. Generation Of E- Way Bill : Transporter has to generate and ensure import chemical transported after customs clearance . If penalty or fine arise due to mistake or non- availability of E - way bill will be on transporter / contractor account . Any fine / penalty imposed by statutory authority to ISRPL due to mistake or non- availability of E - way bill will be debited to transporter / contractor as per actual.
4. CHA/C&F agent should ensure safe loading of Custom Cleared material by Proper mode of Transportation up to ISRPL Panipat.
5. Custom Cleared materials which arrive in Container/Tankers are sensitive to temperature controlled conditions so agent will arrange trailers having plug in facility for maintaining the temperature of those tankers and containers during transportation from sea port to ISRPL Panipat plant.
6. CHA/C&F agent through his transporters will ensure safe and timely arrival of material at ISRPL, Panipat.
7. CHA/C&F agent through his transporter will ensure that In case of any

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**Tax Details: GST No.:** 06AACCI3980J1ZE **PAN No.:** AACCI3980J **Corporate Identity Number:** U25190DL2010PTC205324



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accident during the transportation, they should take care of bringing the material to plant through their another vehicle. All charges of loading from One trailer/truck to another i.e., crane, labour etc. will be borne by agent.

8. CHA/C&F agent through his transporter will take care of all the legal formalities for movement of ISRPL material from Seaport to ISRPL Panipat Plant. However ISRPL will provide necessary Road Permit to Agent, if applicable.

9. CHA/C&F agent through his nominated transporter will ensure timely return of empty container/Tanker back to port. Any negligence of transporter which leads to Shipping Line detention will be borne by Agent. However ISRPL will ensure quick unloading of containers/tankers in their Panipat Plant.

10. Agent through his transporter will ensure that there should not be any damage to the Container/Tanker in transit during arrival from Sea Port to ISRPL Plant and empty return from ISRPL, Plant to Sea Port.

11. The consignments less than container load will be delivered on priority basis and immediately after clearances and the same should not be clubbed together with others consignments.

12. The penalty will be applicable on non-delivery of cargo in a stipulated time and material rejection on transit due to negligence of Driver or CHA/ C&F agent. The penalty will be levied for late delivery/ delay in delivery beyond the stipulated transit time. The time allowed are as follows.

Mumbai/ JNPT to Panipat Site: 5 days excluding loading and unloading.  
Kandla/Mundra to Panipat Site: 4 Days excluding loading and unloading.  
Delhi ( Air port/TKD/ Dadri/Gari Hassru , Gudgaon ) to Panipat Site: 0 Days excluding loading and loading

13. The loss in transit & damage of cargo/container/tank by transporter or Driver will be on the risk & cost of CHA/ C& F agent and the same shall be compensated by CHA/ C&F Agent to ISRPL.

14. The Reporting time of Trucks will be from 0900 hours to 1500 hours on Monday to Saturday. The trucks reported after 1500 hours shall be treated as reported on next working day.

15. The truck detention will be applicable after 48 hours excluding the date of reporting day.

16. Transportation under direct port delivery (DPD).

The so-called direct port delivery (DPD) scheme was introduced at the Jawaharlal Nehru Port , DPD allows importers/consignees to take delivery of

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the containers directly from the port terminals and haul them to factories without taking them first to a CFS and from there to factories..

Transporters have co -ordinate with CHA for the placements trailers / lorry upon berthing of the vessel or unloading the ISRPL containers . Arrange the delivery under hook. All the DPD formalities has to be completed within prescribed time. any deviation may attract fine , penalty or any extra expenses incurred due in efficiency related to customs , terminal, port and transportation with on contractors account.

The cargo will be loaded on Direct port delivery scheme .Trailer or Lorry placed upon berthing of the vessel in consultation with CHA representative a along with concern terminal. Any delay / detention / demurrage on transporters account. Any additional cost / expenses involved or incurred due to non - placements trailer / lorry will be debited transporter . Transporter do thier own arrangements for destuffing the cargo at JNPT or adjacent areas and thereafter transport the material in to ISRPL Plant Panipat.

The De- stuffed cargo should be delivered along with pellet or any other forms packaging materials.

### 17. Destuffed - Cargo Delivery

The contractor / transporter / CHA have to ensure the safest delivery of the cargo along with pellets or any other forms packaging materials. Incase non- delivery pellets / packaging material , equivalent cost will be debited to transporter.

During the de-stuffing cargo contractor / transporter / CHA ensure that the no container damage taken place during the de-stuffing process at CFS or warehouse under Direct Port delivery. Any form damages related material , cargo , container etc will be debited to contractor / transporter / CHA.

18. Transporters has to place road worthy trailers .The floor of the truck should ideally be of metal base and able to withstand the combined point load of Fork lift & product, which will be around 8 MT. Even in case where metal base is not available, the flooring must be able to withstand the aforementioned load. Any damage of truck orFork lift & product, due to trucks being placed otherwise shall be borne by CARRIER / Transporter.

Direct Port delivery : Transporter have to arrange vehicle the Direct port delivery and co - ordinate with CHA for smooth operation of availments direct port delivery scheme introduced by the customs.

Gate entry requirements at plant.

Every transport operator needs to fulfil the following requirements before entering ISRPL premises:

1. A valid original license with the driver in his name only.
2. Original RC

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3. A valid insurance certificate
4. A valid PUC Certificate.
5. A helper is a must and he should be an adult and physically fit.
6. Each vehicle should be fitted with Spark arrester and should possess and carry PPEs (Personal Protective Equipment (PPE) like (helmet, safety shoes, hand gloves, goggles etc).

Penalty should be imposed on supplier/Transporter of Rs 1000 per case on non-compliance/violating of anyone of the above requirements. Incase of repetition, penalty shall be Rs 2000 for each repetition.

#### 10. Penalties:

In case the contractor fails to perform any or part of the scope of work as defined and which in the opinion of the company has led to a loss of production of any type, ISRPL may, at its discretion impose as penalty up to a maximum of 5% of the value of the contract computed annually.

#### 11. Rights of ISRPL:

ISRPL has right to split the CHA allied activities and Transportation under said scope of work and allot the job to different entities.

#### 12. Transportation Price Revision Clause:

The rates should be inclusive of, Road Tax, Entry Tax, Goods Tax, RTO Tax and all other Taxes / Levies & surcharges, that may be imposed during contract period by any Central / State / Municipal or other bodies, on the vehicle, excepting Octroi and such other levies on the value of the material carried.

However, the contract rates are exclusive of all taxes payable in respect of the goods. These rates are also exclusive of Service Tax. All incidental / miscellaneous expenses which are required to be incurred in order to discharge the contractual obligation as mentioned herein shall be exclusively borne by the Contractor. Any charges towards statutory levies, rates for labour employed by the Contractor as prescribed by any statutory body or Government Agency wherever in force.

**13. PRICE ESCALATION/DE-ESCALATION:** Increase or decrease in transportation rates = 0.4% for every 1% increase or decrease in base HSD price as per formula given below:

$$\% \text{ increase/change in contract rates} = (0.4 \times (F1 - FB)) / FB \times 100.$$

where;

F1 = weighted average of RSPs of HSD during immediate previous month

FB = Base HSD price as given in the tender document.

NOTE:



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1. The retail-selling price of HSD (of Supply location) as given in the tender documents will be the base price (FB). The transportation rates shall be finalized based on this base price of HSD.

FB: Rs. XXXX per litre (average of October-2021 rates)

2. The escalation/ de-escalation of transportation rates will be allowed every month i.e. on 1st June, 1st July, 1st August, 1st September, 1st October, 1st November, 1st December, 1st January, 1st February, 1st March, 1st April & 1st May, .

3. Escalation/ de-escalation shall be applicable as per increase/ decrease in RSP (Retail Selling Price at IOCL outlets) of HSD (of Supply location- New Delhi and will be considered as published on IOCL website, <https://www.iocl.com/Products/HighspeedDiesel.aspx> for location New Delhi), which will be the average of RSPs of HSD during immediate previous month, and the new transportation rates arrived at on the above dates shall be applicable for a period of subsequent month.

#### 14. Obligation & suitability of Vehicle:

a. It shall be the responsibility of the CONTRACTOR to ensure that the weight and volume of goods loaded for consignment in the vehicle is within the permissible limits prescribed in the Government regulations and RTO Registration Book. The CONTRACTOR shall solely be responsible and bear the loss and damage if any suffered by ISRPL on account of violation and/or breach of the weight and volume limits prescribed in all Government regulations and in the RTO Registration Book. ISRPL shall not be liable to pay any detention or hire charges in respect of those vehicles that do not conform to the specifications described in the RTO Registration Book.

b. The CONTRACTOR will ensure the vehicles provided should be fit to carry products over long distance without transhipments and without damaging consignment during transit. Otherwise the company will have full power to refuse to put such trucks to use which do not fulfill these conditions. ISRPL also reserves the right not to make payments for detention/ hire charges

c. The CONTRACTOR will ensure that the vehicle provided is equipped with all the valid and subsisting permits and licenses and conform to pollution norms from respective transport and statutory authorities required for authorized road movement.

d. The CONTRACTOR will ensure that the vehicles provided are owned or otherwise belong to the CONTRACTOR or hired from its contractor. For any of the vehicles hired / which do not belong to the CONTRACTOR, it shall not absolve the CONTRACTOR from any of its obligations under agreement or mitigate the liabilities arising out of breach of the conditions implied or

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expressed therein.

e.The CONTRACTOR will ensure that the road and other tax certificates,insurance documents, PUC (Pollution under control) certificates and other necessary statutory documents for the vehicle and driving license of the driver are kept valid during the period of transportation of the goods till delivery to the destination.

**\* A CHA Activities**

2	CHA Activities	0.000	
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TEST

**The item covers the following services:**

10	10000028	30	NO
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Air shpmnt Clrnce Del/Mum Airport

Clearance of Air Shipments at Delhi / Mumbai Airport. UOM is per Bill of Entry

20	10001828	650	NO
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CHAClearnce(20ft&40ft/Dry/ISO/haz/nonhaz

Customs Clearnce of conatiners both 20 ft and 20 ft incuding hazardous and non hazardous & ISO tank container and Dry Containers( Normal) at JNPT / Mumbai , Mundra / Delhi ICD/ Gar Hassru

30	10001829	30	NO
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CHA Clearance LCL

Customs clearnce from LCL cargo at various ports JNPT / Mumbai /Delhi ICD / Garhassreu/ Mundra

40	10001831	1	NO
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Reg/ Cancel EPCG / Advance lic/other lic

Advance License / EPCG / DFIA any other License registration and closure, Bond cancellation, etc. related to License / JNPT / Mumbai/ Mundra/ Kandla/ Delhi ICD/ Garhi Harsaru





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50	10002036	17,500,000	NO	
Reimbursement of expenses - sub to proof				
Other allied expenses realted to clearance i.e. EDI, Delivery order charges, CFS (Container freight station) /ICD (Inland container depot) Charges , Carting charges for LCL (Less Container Load), Terminal Handling Charges & any other charges at JNPT / Mumbai / Delhi				
*	B	<b>Transportation related activities</b>		
2		0.000		
Transportation related activities				
10	10000035	1	NO	
Tpt-LCL 3-7MT from Mumbai to PNP				
Transportation of Hazardous and Non-hazardous Cargo - Chemical / Liquid in Less Containers Load (LCL) from JNPT/ Mumbai Port to ISRL, Panipat from 3-7 MT. UOM is per vehicle.				
20	10000034	2	NO	
Tpt-LCL 0-3MT from Mumbai to PNP				
Transportation of Hazardous and Non-hazardous Cargo - Chemical / Liquid in Less Containers Load (LCL) from JNPT/ Mumbai Port to ISRL, Panipat from 0-3 MT. UOM is per vehicle.				
30	10000036	1	NO	
Tpt-LCL 9MT from Mumbai to PNP				
Transportation of Hazardous and Non-hazardous Cargo - Chemical / Liquid in Less Containers Load (LCL) from JNPT/ Mumbai Port to ISRL, Panipat from 9 MT. UOM is per vehicle.				
40	10000037	1	NO	
Tpt-LCL 16MT from Mumbai to PNP				
Transportation of Hazardous and Non-hazardous Cargo - Chemical / Liquid in Less Containers Load (LCL) from JNPT/ Mumbai Port to ISRL, Panipat from 16MT. UOM is per vehicle.				
50	10001834	1	NO	
Tpt from Mundra to PNP - ISO Tank				
Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid in				

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	ISO Tank Containers - 20ft. from Discharge Port Mundra to ISRL, Panipat plant and return of Empty Container back to port: Mundra. UOM is per TEU.			
60	10001835	1	NO	
	Tpt from Mundra to PNP - TEU Container			
	Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid in Box Containers - 20ft. from Discharge Port Mundra to ISRL, Panipat plant and return of Empty Container back to port: Mundra. UOM is per TEU.			
70	10001824	1	NO	
	Tpt from Mundra to PNP-FEU Container			
	Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid in Box Containers - 40ft. from Discharge Port Mundra to ISRL, Panipat plant and return of Empty Container back to port: Mundra. UOM is per FEU			
80	10001826	1	NO	
	Tpt from Mundra to PNP - TEU destuffed			
	Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid drums destuffed from TEU Containers from Discharge Port Mundra to ISRL, Panipat plant (one way). UOM is per TEU..			
90	10000031	3	NO	
	Tpt from Delhi/Garhi Harsuru to PNP- ISO			
	Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid in ISO Tank Containers - 20ft. from Discharge Port ICD Delhi/ Garhi harsuru to ISRL, Panipat plant and return of Empty Container back to ICD Delhi/ Garhi harsuru. UOM is per TEU..			
100	10000032	1	NO	
	Tpt from Delhi/Garhi Harsuru to PNP - TE			
	Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid in Box Containers - 20ft. from Discharge Port ICD Delhi/ Garhi harsuru to ISRL, Panipat plant and return of Empty Container back to ICD Delhi/ Garhi harsuru. UOM is per TEU.			
110	10001825	1	NO	
	Tpt fm ICD Delhi/ Garhi to PNP- FEU Cont			
	Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid in			

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	Box Containers - 40ft. from Discharge Port ICD Delhi/ Garhi harsuru to ISRL, Panipat plant and return of Empty Container back ICD Delhi/ Garhi harsuru. UOM is per FEU.			
120	10001827	1	NO	
	Tptfm ICD Delhi/Garhi to PNP TEU DESTUFF			
	Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid drums destuffed from TEU Containers from Discharge Port ICD Delhi/ Garhi harsuru to ISRL, Panipat plant (one way). UOM is per TEU.			
130	10000038	5	NO	
	Tpt-LCL 0-3MT fm ICD Delhi/Garhi to PNP			
	Transportation of Hazardous and Non-hazardous Cargo - Chemical / Liquid in Less Containers Load (LCL) from ICD Delhi/ Garhi harsuru to ISRL, Panipat from 0-3 MT. UOM is per vehicle.			
140	10000039	1	NO	
	Tpt-LCL 3-7MT fm ICD Delhi/ Garhi to PNP			
	Transportation of Hazardous and Non-hazardous Cargo - Chemical / Liquid in Less Containers Load (LCL) from ICD Delhi/ Garhi harsuru to ISRL, Panipat from 3-7 MT. UOM is per vehicle.			
150	10000040	1	NO	
	Tpt-LCL 9MT fm ICD Delhi/ Garhi to PNP			
	Transportation of Hazardous and Non-hazardous Cargo - Chemical / Liquid in Less Containers Load (LCL) from ICD Delhi/ Garhi harsuru to ISRL, Panipat from 9 MT. UOM is per vehicle.			
160	10000041	1	NO	
	Tpt-LCL 16MT fm ICD Delhi/ Garhi to PNP			
	Transportation of Hazardous and Non-hazardous Cargo - Chemical / Liquid in Less Containers Load (LCL) from ICD Delhi/ Garhi harsuru to ISRL, Panipat from 16MT. UOM is per vehicle.			
170	10000042	1	DAY	
	Detention charges for Truck / Trailer			
	Detention charges for Truck / Trailer per day.			

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**Tax Details:** GST No.: 06AACCI3980J1ZE PAN No.: AACCI3980J Corporate Identity Number: U25190DL2010PTC205324



# Indian Synthetic Rubber Private Limited

(Joint Venture of Indian Oil, TSRC- Taiwan)

**Contact Address:**

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**Vendor Code :** 10000232

**Vendor Name:** RFQ for CHA &

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Item	Service	Quantity	UoM	Delivery date
180	10000029	150	NO	
Tpt from Mumbai to PNP - ISO Tank				
Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid in ISO Tank Containers - 20ft. from Discharge Port JNPT / Mumbai to ISRL, Panipat plant and return of Empty Container back to port: JNPT / Mumbai. UOM is per TEU.				
190	10000030	1	NO	
Tpt from Mumbai to PNP - TEU Container				
Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid in Box Containers - 20ft. from Discharge Port JNPT / Mumbai to ISRL, Panipat plant and return of Empty Container back to port: JNPT / Mumbai. UOM is per TEU.				
200	10001823	1	NO	
Tpt from Mumbai to PNP - FEU Container				
Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid in Box Containers - 40ft. from Discharge Port JNPT / Mumbai to ISRL, Panipat plant and return of Empty Container back to port: JNPT / Mumbai. UOM is per FEU.				
210	10000033	150	NO	
Tpt from Mumbai to PNP - TEU destuffed				
Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid drums destuffed from TEU Containers from Discharge Port JNPT / Mumbai to ISRL, Panipat plant (one way). UOM is per TEU.				
220	10003863	250	NO	
Tpt fm JNPT-PNP-ISO Tank under hook(DPD)				
Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid in ISO Tank Containers - 20ft. from Discharge Port JNPT / Mumbai to ISRPL panipat plant and return of Empty Container back to port: JNPT / Mumbai. UOM is per TEU				

(under hook ) the cargo will be loaded on Driect port delivery scheme .Trailer or Lorry placed upon berthing of the vseeSl in conculation with CHA represetantive a along with concern terminal . Any delay / detention / demurrage on transporters account . any additional cost / expenses invloved or incurred due to non - placements trailer / lorry will be debited



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Item	Service	Quantity	UoM	Delivery date
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transporter .

**230 10003864** 1 NO  
Tpt fm JNPT-PNP TEUCon UNDER HOOK (DPD)

Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid in Box Containers - 20ft. from Discharge Port JNPT / Mumbai to ISRL, Panipat plant and return of Empty Container back to port: JNPT / Mumbai. UOM is per TEU.

(under hook ) the cargo will be loaded on Driect port delivery scheme .Trailer or Lorry placed upon berthing of the vseeSl in conculation with CHA represetantive a along with concern terminal . Any delay / detention / demurrage on transporters account . any additional cost / expenses invloved or incurred due to non - placements trailer / lorry will be debited transporter .

**240 10003865** 1 NO  
Tpt from JNPT-PNP-FEUCon UNDER HOOK(DPD)

Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid in Box Containers - 40ft. from Discharge Port JNPT / Mumbai to ISRL, Panipat plant and return of Empty Container back to port: JNPT / Mumbai. UOM is per FEU.

(under hook ) the cargo will be loaded on Driect port delivery scheme .Trailer or Lorry placed upon berthing of the vseeSl in conculation with CHA represetantive a along with concern terminal . Any delay / detention / demurrage on transporters account . any additional cost / expenses invloved or incurred due to non - placements trailer / lorry will be debited transporter .

**250 10003866** 60 NO  
TptFM JNPT-PNP-TEUdestuffUNDER HOOK(DPD)



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Item	Service	Quantity	UoM	Delivery date
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Transportation of Hazardous and Non-Hazardous Cargo - Chemical / Liquid drums destuffed from TEU Containers from Discharge Port JNPT / Mumbai to ISRL, Panipat plant (one way). UOM is per TEU.

(under hook ) the cargo will be loaded on Driect port delivery scheme .Trailer or Lorry placed upon berthing of the vseeSl in conculation with CHA represetantive a along with concern terminal . Any delay / detention / demurrage on transporters account . any additional cost / expenses invloved or incurred due to non - placements trailer / lorry will be debited transporter .

transporter do thier own arrangments for destuffing the cargo at JNPT or adjacent areas and thereafter transport the material in to ISRPL Plant Panipat

260	10002036	100,000	NO	
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Reimbursement of expenses - sub to proof

Other allied expenses realted to clearance i.e. EDI, Delivery order charges, CFS (Container freight station) /ICD (Inland container depot) Charges , Carting charges for LCL (Less Container Load), Terminal Handling Charges & any other charges at JNPT / Mumbai / Delhi

270	10004397	1	NO	
-----	----------	---	----	--

40 ft container destuffed nhevato panipa

40 feet container destuffed to navasheava / JNPT to panipat

280	10004398	1	NO	
-----	----------	---	----	--

40 ft cont destuffed on DPD navashv

40 ft cont destuffed on DPD navasheva/ JNPT to panipt

290	10004399	1	NO	
-----	----------	---	----	--

Delhi airport to ISRPLPanipat 01kgto50kg

Delhi airport to ISRPLPanipat 01kg to 50 Kg

300	10004400	1	NO	
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Delhi airporttoISRPLPanipat 50kgto100kg

Delhi Airport to ISRPLPanipat 50 Kg to100kg



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Item	Service	Quantity	UoM	Delivery date
310	10004401	1	NO	
	Delhi airporttoISRPLPanipat 100kg -200kg			
	Delhi Airport to ISRPLPanipat 100kg -200kg			
320	10004402	1	NO	
	Delhi airporttoISRPLPanipat 200kg -500kg			
	Delhi Airport to ISRPL Panipat 200kg -500kg			
330	10004403	1	NO	
	Delhi airporttoISRPLPanipat 500kg -800kg			
	Delhi Airport to ISRPLPanipat 500kg -800kg			
340	10004404	1	NO	
	Delhi airporttoISRPLPanipat 800kg-1500kg			
	Delhi Airport to ISRPL Panipat 800 kg-1500kg			
350	10004406	1	NO	
	Delhi airporttoISRPLPanipat3000kg-5000kg			
	Delhi Airport to ISRPL Panipat 3000kg-5000kg			
360	10004407	1	NO	
	Delhi airporttoISRPLPanipat6000kg-8000kg			
	Delhi Airport to ISRPLPanipat 6000kg-8000kg			
370	10004408	1	NO	
	DelhiairporttoISRPLPanipat8000kg-10000kg			
	Delhi Airport to ISRPLPanipat 8000kg-10000kg			

**Validity:**

This Contract will be valid for Two Years, In case services are found satisfactory at the end of contract period, contract can be extended for another one year or part thereof at the same rates, terms and Conditions on mutual consent.

**Submission of offer:**

**The offers shall be submitted under two part bidding system. The Part 1 shall**



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be Techno-Commercial Un-priced bid and Part 2 shall be priced bid.

Part 1 Techno-Commercial/ Un-priced bid: Techno-Commercial Un-priced bid to be sent in email to varinder.kumar@isrpl.co.in/sachin.verma@isrpl.co.in and Hard Copy by post / hand in a separate envelope.

Part 2 Priced bid: Priced bid either to be sent in email to offerl@isrpl.co.in without marking copy of the mail to anyone or by post / hand in a separate envelope clearly super scribing on top of envelope "PRICE PART - DO NOT OPEN" to the undersigned only. Priced bid shall contain all the details together with the price. Priced bid should be on company's official letterhead, duly signed by the competent authority and company's official seal affixed on all pages. No condition or stipulation shall be taken in this part.

In case of submitting the bid by post (DTDC / First Flight) or by hand, the Techno-Commercial Un-priced bid envelope and Priced bid envelope shall be enclosed in Third envelope super scribing tender no., subject and due date. The full name, address and contact numbers of the bidders shall be written on the bottom left hand corner of all sealed envelopes. Bid shall be submitted to the following address.

### Manager - Materials

Indian Synthetic Rubber Private Limited

Plant Address:

Opp. IOCL Naptha Cracker Polymer Terminal Gate

Village Baljattan, Panipat Refinery

Panipat: 132140, Haryana, India

Techno-Commercial Un-priced bid shall be submitted as per following guidelines.

"Techno-Commercial Un-priced bid shall contain all details of the tender viz. specifications, delivery schedule and other commercial terms and conditions except price.

The "Techno-Commercial Un-priced bid" should not contain any prices or indication thereof in any manner whatsoever.

1. Bidder details for Income Tax, GST, PF, and ESI as per RFQ Annexure-I

The Vendor must not have defaulted under any of the applicable Acts like, Income Tax, GST Act, PF & ESI Act or any other Act which as per the nature of contract is required (Declaration/Return Copies to be furnished).

2. List of reputed clients (either Petrochemicals Companies or Refineries or Big Process Plant) with whom you have executed major similar nature of jobs with copies of Contracts in last Five (5) Years as per RFQ Annexure-II. If required, ISRPL may visit works of few of your reputed clients. Please

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Tax Details: GST No.: 06AACCI3980J1ZE PAN No.: AACCI3980J Corporate Identity Number: U25190DL2010PTC205324





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mention if there is any overrun of schedule and reasons thereof.

3. Details of present commitment of the bidders as per RFQ Annexure-III

4. List of Tools, Tackles, Equipment's required to perform this work & presently available with as per RFQ Annexure-IV

5. Statements of audited accounts for the last three (3) years as per RFQ Annexure-V

6. Deviation (if any) as per RFQ Annexure-VI.

7. PAN Card & Service tax Registration Copy.

Prospective site organization chart for this Job with details of Manpower with relevant qualification & experience.

Bank Solvency Certificate with name and address of your Official Bankers.

Information of current litigation (if any).

Memorandum of understanding (MOU)/Agreement in case of a partnership firm and also the names of the partners.

Registration under shops and establishment act.

PF and ESI/Workman Compensation Policy.

List of authorized signatories along with copies of signature(s).

All supporting documents to validate Technical Qualification Sheet attached herein.

8. Stamped and signed copy of this RFQ.

9. Stamped and signed copy of GCC.

**Earnest Money Deposit:** The amount of EMD is Rs. 2 Lac which to be submitted along with Techno-Commercial Un-priced bid (on and before the last date of submission of offer). EMD shall be accepted in the form of pay order or Demand Draft or BG (format enclosed). Demand Draft or Pay Order shall be made in favour of "**Indian Synthetic Rubber Private Limited**" payable at Panipat. EMD of unsuccessful bidders will be returned upon award of Contract. However, EMD of the successful Bidder will be returned upon the Bidder executing the Contract, and furnishing the Security Deposit as specified in the General Conditions of Contract.

**Pre-Bid Meeting:** If required, you may contact the undersigned for Pre-Bid Meeting for any clarifications regarding Scope of Work, Schedule of Rates, Site conditions or any other queries with prior appointment from undersigned.

In case of violating the above submission procedure, offer shall be liable for rejection.

ISRPL take no responsibility for delay, loss or non-receipt of bid documents sent by post or courier. Fax offers shall not be accepted.

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## Enclosures:

1. Annexure I - Records of Bidder
2. Annexure II - Details of Similar Jobs Executed
3. Annexure III - Present Commitments of Bidder
4. Annexure IV - Details of Tools and Tackles
5. Annexure V - Statement of Audited Accounts of Last Three Years
6. Annexure VI - Deviations if any
7. Format for Price BID / Schedules of Rates (SOR)
8. General Condition of Contracts of ISRPL

The bid shall be submitted in the manner described in Terms & Conditions in the tender and as per General Conditions of Contract enclosed.

## Terms and Conditions:

### 1.0-Site Particulars:

The intending bidder shall be deemed to have visited the site and familiarized himself with the site conditions before submitting the tender. Non-familiarity with site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications. For site visit, the tenderer may contact representative of ISRPL at plant office of INDIAN SYNTHETIC RUBBER COMPLEX. Quotations to be submitted by the intending tenderers after being satisfied in all respect about the labour conditions including applicable labour wages and benefits for the work force deployed/to be deployed by the Contractor(s)/ subcontractor(s) in the premises of the Company at Panipat. The Company shall not entertain any requests or complaints whatsoever on such account.

### For manpower based contract:

#Minimum wage rates Consideration: Manpower rates will be fixed on the basis of Latest minimum wage rates (As attached as Annexure) for various categories of Labour. Contractor to quote their profit margin & overhead only. Any other labour benefits which agency needs to disburse to their labours may be included in profit margin & overhead only. In case of any increase in the minimum wage rates as per the Government of Haryana notification, rates will be revised for the impact in minimum wage rates and dependent components only and the profit margin/service charges/ Overhead charges will remain fix for complete contract period"

### 2.0-Validity of Offer:

Offers shall remain valid for acceptance for SIX MONTHS from the last date of submission of offers, and if accepted, shall remain valid till completion of work. During the validity of the bid, Bidder shall not modify his bid in any way, unless requested by owner in writing. If required, owner may request for extension of validity. ISRPL also reserve its right not to accept the lowest

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bidder.

**2.1-Price Negotiation:** Negotiations will not be conducted with the bidders as a matter of routine. However, Company reserves the right to conduct negotiations.

**It may please be noted that during or after negotiation, contractor cannot increase their rates (i.e. upward revision) wrt to initial quotes rates. In case of violation, ISRPL reserve the right to forfeit the EMD amount submitted to us along with the offer.**

ISRPL reserves the right to accept the bids as it is or negotiate with one or all vendors keeping ISRPL's best interest in mind and depending on # i) Number of bidders who are qualified as per TQC and FQC; ii) Opportunity in improved competitiveness based on reasonability and relative position in price bids; iii) workability of quoted prices; and any other consideration relevant to the contract.

### 3.0-Deviations to Tender Stipulations:

No deviations shall be acceptable on the following tender provisions.

- a) Defect Liability period and latent defects
- b) Termination
- c) Schedule of Rates

Bidder shall quote strictly based on the terms and conditions in the RFQ documents and not stipulate any deviations. However unavoidable, deviations shall be listed separately as per RFQ **Annexure-VI**.

### 4.0-Taxes and Duties:

The prices shall be exclusive of service taxes but inclusive of all applicable statutory taxes & duties and will be remains firm & fixed for entire period of contract.

### 5.0-Tax Deduction:

All necessary & statutory tax shall be deducted from your bill amount at the rate prevailing during the time of payment and necessary TDS certificate shall be given to you.

### 6.0-Payment Terms:

Payment shall be made monthly RA bills by crossed cheque (A/c Payee) within 30 days from the date of receipt of certified bills after deducting Income tax & any other taxes at source at the rates prevailing at that time.

**6.1 MSME Eligibility:** Supplier to provide the MSME declaration (if any) with MSME / UDYAM registration with annual turnover for creating/updation of ISRPL vendor registration records.

**7.0 Splitting of Order:** ISRPL reserves the right to split the procurement quantity between two or more suppliers, in any proportion at its sole

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discretion with maximum share to L1.

**8.0 Price Reduction schedule for delayed Job completion:**

The date of Job completion as stipulated above shall be deemed to be the essence of the agreement. For any delay in Job Completion or part there of beyond the Job completion date stipulated, the vendor shall be liable to pay compensation @0.5%contract value per week of delay subject to a maximum of 5% of the contract value.

**9.0 Idle Labour**

Whatever the reasons may be, no claim for idle labour, additional establishments cost of hire and labour charges of tools and plants would be entertained under any circumstances.

**10.0 Clearing Site on Day to Day Basis / on Completion :**

On completion of the works the contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workman like condition to the satisfaction of the Employer.

**11.0 Dismissal of Workmen :**

The contractor shall on the request of the Employer immediately dismiss from works and remove from site any persons employed thereon by him, who will in opinion of the Employer, be unsuitable or incompetent or who misbehaves. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

**12.0 Personal Protective Equipment:**

Contractors have to provide all-necessary personal protective equipment's such as helmet, safety shoes, safety goggles & hand gloves etc. to their labours.

**13.0 Safety and work permit:**

Contractor shall have to strictly adhere to all the safety rules of ISRPL and always work with proper permit from the operational department.

**14.0 Safety regulations:**

You shall have to follow all the safety rules and regulations followed by ISRPL and also to ensure that your workers are well equipped with safety shoes and helmets and all other safety appliances required during the execution of the work.

**15.0 Penalty for violating safety rules & procedures :**

**15.1 In case of different types of injuries:**

- a) First Aid Case (FAC) - Rs. 2000 per incident per person
- b) Medical Treatment case (MTC) - Rs. 4000 per incident per person

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c) Restricted Work Case (RWC) - Rs. 8000 per incident per person  
For any subsequent recurring issues, the penalty will be doubled for each case.

The above penalties will be independent of any statutory penalties and/or other action against the service contractors.

**Methodology for identification of violation of safety rules and regulations and recovery of penalty:**

1. ISRPL's Occupational Health Centre (OHC) will declare any injury as First Aid Case (FAC), Medical Treatment Case(MTC), Restricted Work Case(RWC), Loss Time Injury(LTI) & (Fatality) FLT.
2. Investigation will be carried out within 24 hours by ISRPL's safety team. For major accidents (LTI / FLT) a cross functional investigation team will be formed by management.
3. ISRPL's Team Leader (TL) - Safety will check the nature & cause of such unsafe act or unsafe condition and whether contractor or contract workers are responsible or not.
4. Finance Department will deduct money from the Bills of the Contractor on the certification / confirmation of the ISRPL's Head - HSEF.
5. For violation of any safety rules and for unsafe act safety personnel at site will issue a penalty slip to the contractor representative at site with a copy to Team Leaders and Finance dept.
6. Contractor representative will have to sign in the penalty slip.

**16.0 Labour Laws & Regulations:**

Contractors will have to comply & abide all the Labour laws prevalent/relevant as per the Government guidelines from time to time. It will be the responsibility of contractor at time of inspection by the labour authority to submit the proof of documents and take clearance & certificate of compliance from the authority at time of inspection or when called-for by the labour authority/ISRPL.

All the labour laws will be applicable to contractor as per the rules/guidelines of law from the date of inception. Contractor will have to submit the relevant compliance certificates as per ISRPL requirement. To name few (Other laws not mentioned will also be applicable, if as per law advised to do so), labour laws are mentioned below:-

**16.1 Contract Labour (Regulation & Abolition) Act 1970:**

Contractor shall obtain necessary labour license from Licensing Authority under the "Contract Labour (Regulation & Abolition) Act 1970" and central rules made there under.

**16.2 Provident Fund:**

The provisions of the EPF & MP Act, 1952 and rules/Scheme framed there under shall be applicable to the eligible contractor and his eligible employees to be engaged for this job. The contractor shall furnish the code no. allotted by RPFC Authority to the Engineer -in-charge. For this purpose, the contractor is liable to submit copy of each wage sheet & challan showing PF



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deposit with each bill to the Engineer-in-charge duly signed. Upon failure of the contractor to do so the ISRPL shall be entitled to deduct applicable labour emoluments as Indemnity amount and shall be released only upon submission of related documents as proof of PF compliance in respect of the employees to be engaged by contractor for this job.

### 16.3 ESI Scheme:

Contractor shall also comply with the provisions of the ESI ACT, 1948 and Rules framed there under in respect of your workers to be engaged for this job you shall obtain ESI Code No. from the local ESI Authorities for the said purpose and furnish the Code No. allotted by ESI authorities to the Engineer-in-charge before starting the job.

### 17.0-Statutory Documents:

#### 17.1 Half Yearly Return under Contract Labour (R&A) Act:

Xerox copies of Form XXIV mentioned under Contract Labour (R&A) Act, need to be submitted along with the bills for services rendered in January and July every year.

#### 17.2 Other Documents:

Other documents that may be required to be produced would be communicated from time to time based on statutory requirements subject to subsequent amendments.

#### 18.0 Maintenance of Leave & Attendance data:

All leave and attendance data pertaining to the personnel to be deployed by the Contractor to carry out the assigned jobs need to be maintained and controlled by the Contractor himself.

#### 19.0 Insurance Cover for Workmen:

The contractor shall obtain adequate insurance policy in respect of his workmen to be engaged for the work towards compensations as admissible under the Workmen's Compensation Act, 1923 and Rules framed there under upon death /disablement of a worker and the same has to be produced to the Engineer-in-charge before start of the work.

In case any person deployed by you or by agencies who have been engaged by you for the execution of this contract suffers work injury or complains of illness within the Plant or in the presence of other ISRPL personnel on duty, the concerned person may be treated by the available medical / Para medical personnel who have been deployed by the Company. Subsequently, subject to the decision and guidance of the Company's Medical Officer, the concerned person may be hospitalized.

In such cases and in the absence of your authorized representatives or of the concerned agencies, all expenses related to the initial treatment and / or hospitalization expenses shall be borne by ISRPL and may be subsequently recovered from your bills. However, ISRPL will arrange to communicate such

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**Plant Address:** Opposite Naptha Cracker Polymer Terminal Gate, P.O.: Panipat Refinery, Panipat-132140, Tel.: +91-180-252-9100 & Fax: +91-180-252-9138

**Tax Details: GST No.:** 06AACCI3980J1ZE **PAN No.:** AACCI3980J **Corporate Identity Number:** U25190DL2010PTC205324



# Indian Synthetic Rubber Private Limited

(Joint Venture of Indian Oil, TSRC- Taiwan)

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events to you through any of your personnel or any other suitable medium at the earliest possible opportunity. Once you or your agency takes charge of the situation all relevant medical documents (that had so far been generated) related to the case shall be duly handed over to you to enable you to claim insurance benefits, if any. In such events, all decisions taken by the Company's Medical Officer, related to the treatment and / or hospitalization of the patient may be considered to be final and binding on all concerned.

### 20.0 Site organization:

Contractor should have adequate manpower, equipment, tools and tackles to carry out the job. Bidders are advised to submit the proposed minimum site organization chart and the list of minimum equipment, tools and tackles they are going to maintain at site including the list of equipment's owned by the bidder. However this does not absolve the contractor of his responsibility to mobilize more manpower, equipment, tools and tackles as required to carry out the work. Contractor has to provide adequate skilled worker required for the job including supervisory worker.

### 21.0 ISRPL Environment Related Requirements:

You shall have to follow all the Environment related rules and regulations followed by ISRPL (as per ISO 14001:2015). ISRPL Environment Policy is to Protect, Utilize and manage our Natural resources in order to prevent Pollution and to continually improve the air breathe, the water we drink, and the earth we inhabit.

### 22.0 STATUTORY & HR COMPLIANCES TO BE FOLLOWED /OBSERVED BY CONTRACTOR:

To observe Statutory Compliances towards fulfillment of the obligations as an company prescribed under law (enactments, rules, regulations, notifications like Factories Act, Contract Labour(A&R) Act, Employees Provident Fund, ESI, ectc., ) is ISRPL prime focus. Subsequently the following compliance needs to be followed / observed by the contractors engaged at ISRPL.

#### A .MANPOWER REQUISITION:

The manpower requirement raised by a Department must comprise of the following details.

1. S.No.
2. Department
3. Category H. Skilled/ Skilled/ S-Skilled/ U-Skilled
4. Total Work days (in Man days)
5. Weekly Off Reserve (in Man days)
6. Leave/Holiday Reserve (in Man days)
7. Total Required Man days

B. COMPLIANCE OF STATUTORY PROVISIONS: Contractor are required to fully comply with the provisions provided in labour laws as given in the following enactments.

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Contract Labour (R&A) Act 1970 and rules 1971.  
Payment of Wages Act 1936 and rules 1937.  
Minimum Wages act 1948, Haryana Rules 1958  
Employees State Insurance Act 1948,  
Employees Provident Fund Act 1952 and Pension Scheme 1995  
Workmen's Compensation Act 1923 and rules 1924  
Industrial Dispute Act 1947 and rules 1957  
Factory Act 1948 and rules 1952  
Maternity Benefit Act 1961 and Haryana Rules 1967  
Equal Emolument Act 1976  
Haryana Labour Welfare Fund Rules 1966  
Payment of Bonus Act 1965 and rules 1975

**C. PRE-CONTRACT COMPLIANCE:** Gate Passes are issued to all those person/workmen who are desirous to get access inside the Plant for work related requirement. The contractor shall submit requisite documents as under for obtaining the Gate pass.

1. Permanent Gate Pass: It is basically issued to a workmen whosoever has been allotted to work or a task which is of continuous long duration nature. This kind of Gate Pass is only issued in case workmen/contractor has submitted all the requisite documents pertaining to his identity/insurance/working skill/safety induction/etc. Permanent Gate passes can be issued with a validity period of one/two/three/six/ twelve months at a time. Validity period is to be decided by HR & Admin in consultation with concerned department, if required, as per the Contract Nature and individual interaction.

### S.N. Particulars

- 1 Gate pass application request Letter
- 2 ESIC No. /Workmen compensation policy
- 3 Filled personal particulars Performa
- 4 Police Verification Record
- 5 3 Photographs
- 6 Safety Induction Training
- 7 Medical Fitness Certificate
- 8 ID proof : Aadhar Card & Voter Card
- 9 Work Order Copy
- 10 Undertaking from the Contractor
- 11 Gate Pass Register to be Maintained by the Contractor/Vender
- 12 Covid-19 protocol (Documents)

2. Temporary Gate Pass : Is issued to those who are engaged inside the premises for a shorter period of time (few hours /a day/a week/etc.) such as Servicing of AC/Machines/RO etc. Temporary Gate Passes are also issued to those Permanent natured workmen whosoever not submitted their documents as above. Temporary Gate Passes can be issued for maximum period of 07 days in such cases.

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### S.N Particulars

- 1 Request Letter to HR & Admin by Contractor in his letter head
- 2 ESIC No. /Workmen compensation policy
- 3 Photo ID proof : Aadhar Card & Voter Card
- 4 3 Photographs
- 5 Safety Induction Training
- 6 Filled personal particulars Performa
- 7 Covid-19 protocol documents

1. ESIC/Valid Insurance based Labour Entry # "Only those workers shall be allowed entry into Factory premises who have valid ESI/Valid Insurance"
2. Contractor to ensure that workers deployed in the premises is physically and mentally fit and do not have any criminal record.
3. Obtaining BIP No. for local vendor / LIN Nos for firm outside Haryana.
4. Labour License Required (for above 49 Manpower)
5. ESIC Registration certificate
6. PF Registration Certificate
7. Indemnity Bond 100 Rs. Stamp Paper
8. Power of Attorney 100 Rs. Stamp Paper
9. Form VI A (Notice of Commencement/Completion of Contract work
10. Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.
11. Contractor shall provide information as required in respect of all his employees employed by him to enable the ISRPL Time Office to monitor compliance of P.F. /ESI and also to enable them to furnish information to Ministry and Labour department as may be required.
12. Contractor shall provide full particulars of each employee employed by time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

### **D. DURING CONTRACT PERIOD - CONTRACTOR SHALL OBSERVE THE FOLLOWING PROVISIONS OF LABOUR LAWS:**

1. Working hours: The contractor will ensure that no contract workers employed by him continue work for more than 9 hours in a day.
2. Weekly Off: The contractor will ensure that No adult worker shall be required or allowed to work in a factory on the first day of the week which is "Weekly Off". The suitable provision of manpower against Weekly off reserve preferably 1 person for every 6 persons must be kept in the pool.
3. Holidays: Every contractor shall publish annual Holiday list of his firm for the Calendar year in consultation with ISRPL Time Office. The Holidays

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shall be availed by his workers as per the Holiday List. The suitable provision of manpower against Holiday reserve must be kept in the pool by the contractor.

4. Rest intervals: It is to be ensured that every contract worker shall be given 30 Min interval rest after 5 hours of work.

5. Leave: it should be ensured that every workers working for 20 days shall be given 01 days leave with wages.

6. Overtime: Worker working for more than 9 hrs a day or for more than 48 hrs in any week, overtime at the rate of twice his ordinary wage is given. It should be ensured by the contractor that no worker shall over cross overtime limit of 50 hours in quarter i.e 17 hrs in a month.

## 7. PAYMENT OF WAGES, BONUS & GARTUITY

\* Contractor shall be responsible for making payment of wages through Bank transfer. No other mode of payment except in case of extreme emergency on the instruction of ISRPL Time office shall be acceptable. The Contractor shall pay wages not later than 7th of the succeeding month.

\* Payment of bonus under the Payment of Bonus Act.

\* Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.

## 8. CONTRACTOR SHALL MAINTAIN ALL REGISTERS & RECORDS & INFORMATION AS GIVEN

\* The contract shall ensure to maintain Register and records such as Employment card, Muster roll, Register of wages, Register of damage & loss, Register of fine, Register of overtime, Register of compensatory holiday, Register of annual leave with wages, Register of National & Festival Holidays and other registers prescribed under CLA Act, Payment of wages Act, Minimum Wages Act, Haryana Factories Rules, Payment of Bonus Act, PF(MP) Act, ESIC Act etc..

\* Issue appointment letter on induction of his employees and service certificate on leaving the services.

\* Shall engage only adult workers who have attained the age of 18.

\* Work to be done on shift, overtime, Sundays or on other declared holidays with written permission

\* Distribute wage slip each month to his workers.

\* Ensure payment to its workers per minimum wages prevailing and amended time to time.

\* Submit employee and employer contribution under Haryana labour Welfare Fund Act 1966.

\* Compliance of PF/ ESI deductions - #The Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer's and employees' contributions every month. (PF & ESIC has to be remitted by 15th.)

\* Uniform, shoes, helmet & Other PEE's for contract workers- The contractor shall provide distinct uniform different from ISRPL, shoes, helmet & other

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PPE's to his workers. The first bill of the contractor shall be processed on compliance to said norms or on submission of the undertaking with specific date( should be within month). In case of noncompliance beyond second month the contractor shall be issued notice."

\* Supervision of Contractor labour# #The contractor should provide for at least one identified supervisor/ representative at the Plant. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be his personal responsibility. #

\* Contract labour accidents while at work: - #In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by ISRPL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities shall submit claim of reimbursement of medical expenses to ESI.

\* First and Final Bill to be cleared only after submission of Form VI A & VI B: #Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR department. The first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B, full and final settlement of its workers by contractor. New Work order no. shall be allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts (if any).

\* Submission of Record: The contractor shall submit the wages register along with the other statutory register every month along with the monthly Bill to ISRPL Time Office for inspection. Firm shall preserve all such wages records and other records, up to the time as specified by Labour laws and at least up to the security deposit clearance.

\* Returns: The Contractor shall furnish the following Returns duly applicable for the working year, whenever desired by ISRPL.

Annual returns, half yearly return & inspection certificates under CLA, PF and ESI.

Haryana Labour Welfare fund submission receipt.

Annual statement for availed/paid leaves

Bonus paid (Form-C & D)

Form III under Payment of wages Act, and Form IV under Minimum Wages Act.

#### **E. COMPLETION OF WORK ORDER:**

Submit PF & inspection report

Full and Final Statement of the worker

Certificate of Completion Form VI-A under CLA

No dues clearance certificate.

Request for cancellation of Gate pass issued

#### **F. GENERAL RESPONSIBILITIES OF THE CONTRACTOR:**

1. The contractor shall comply the aforesaid, and additionally furnish the registers and document required due to statutory obligation or requirement arises due to subsequent amendments.



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2. The contractor shall pay all taxes, fees, license charges which may be him or otherwise as deemed fit.

3. The contractor shall ensure that no damage is caused to any person/any existing work/property of ISRPL/other parties working inside the factory. If any such damage is caused, it shall be the responsibility of the firm to make good the losses and compensate the affected parties at his own cost.

4. The contractor shall fully indemnify ISRPL/its customer against all claims of whatever nature arising during the course of execution of this contract due to acts of the firm/their personnel.

5. The contractor shall maintain regular contact with the designated employee(s) of ISRPL and will interact on matters relating to the work awarded under this contract.

6. Contractor will ensure that the job is executed through his workers on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.

7. In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the contract can be utilized by ISRPL to discharge the liability of the contractor. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

**23.0 General Conditions of Contract:** Other terms and conditions shall be as per General Conditions of contract enclosed.

**24.0 General:** ISRPL reserves the right to place order of any quantity, which may be higher or lower than as it is appeared in this RFQ. ISRPL also reserves the right to place order of any number of items. ISRPL reserves the rights for Technical Modifications and Commercial Negotiations. ISRPL may accept or reject the offer without assigning any reason what so ever.

Please acknowledge receipt of this enquiry and confirm your participation.

Thanking you,

**For INDIAN SYNTHETIC RUBBER PRIVATE LTD.**

**Manager - Materials**

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