

Notice Inviting Tender
(ISRPL/Inbound Transport of Styrene Monomer-Road/ 2021-22)



RO: 10th Floor, Core 2, Scope Minar, District Center, Laxmi Nagar, Delhi –92
Plant: Opp. Naphtha Cracker Polymer Terminal Gate, PO Panipat Refinery, Panipat, (Har) 132140.
Ph No: 0180-2529113/ 2529137/2529100/2529200, Fax No: 0180-2529138

**Sub: Spot Tender Contract for Transportation of Styrene Monomer from Kandla Port / Hazria (Adani Port) to
ISRPL Plant ,Panipat India**

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Last date of submission of Tender: Oct 05,2021

Section – I

Introduction & Scope of Work

INTRODUCTION

M/s Indian Synthetic Rubber Private Limited (ISRPL) is a Joint Venture Company of **M/s Indian Oil Corporation Limited, M/s TSRC-Taiwan and M/s Marubeni Corporation-Japan** .

The ISRPL has set up a SBR Project at Panipat, Haryana for the production e of **Styrene Butadiene Rubber (SBR)**.. For furtherance of its objectives, it invites Tenders for transportation of Styrene Monomer from Kandla Port / Hazria (Adani Port) to ISRPL Plant ,Panipat India.,

SITE LOCATION/SITE PLANT

The bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility the relevant information that may be necessary for preparing the bid and entering into the contract.

SCOPE OF WORK

Transportation of Styrene Monomer from Kandla/ Hazira (Adani Port) to ISRPL Panipat Plant.

Section – II

Specific Instructions to Tenderers

M/s Indian Synthetic Rubber Private Limited, (hereinafter called owner / company / ISRPL), invites eligible Transport Vendors to submit their bids for the above captioned WORK, in accordance with tender documents enclosed, and as per the following guidelines:

1. **Eligibility:** Transport Vendors fulfilling all the following criterion are eligible for participation.
 - a. The Transporter must be having experience of Five years in Liquid Hydrocarbons/Hazardous chemical (Toluene, benzene , Monoethylene Glycol-MEG, styrene monomer etc) of not less than 25000 MT per annum and experience of two years in styrene monomer not less than 10000 MT per annum.
 - b. The Transporter should have the office either at Kandla Port or Hazria (Adani Port) based on ISRPL requirement and branch office at Panipat. In case there is no office at Kandla/Hazira (Adani)Port, transporter has to establish the office as per Location of port given in the contract and Branch Office at Panipat , before starting the transportation in order to address the tanker related issues at ISRPL Plant.
 - c. At least 35 SS Tankers (of capacity 20-40 MT) should be registered either in the name of the bidder, Directors and or Partners.
 - d. The transporter to submit declaration for load ability of the tanker as per PESO guidelines / PESO Form XI and to comply relevant notification amended time to time .

2. Commercial/Financial Qualification Criteria:

- 1) Vendor must have an Annual Turnover of at least INR 15 Crores (Cr) in each of the FY for last 3 financial year ending with FY 2020-21.
- 2) Vendor must have executed minimum 3 contracts of similar nature not less than the value of INR 7.65 Crores per year during last 3 financial years ending with FY 2020-21. (Contract details to be submitted).
- 3) The Vendor must have a positive Net Worth for the last three financial years ending with FY 2020-21 (Audited Annual accounts statements are required to be submitted)
- 4) The Vendor's business should not be into losses for any of the FY for last three financial years ending with FY 2020-21.
- 5) The Vendor's must have a current ratio >1.5 for each of the FY for last three financial years ending with FY 2020-21
- 6) 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).

3. Submission of offer:

The offers shall be submitted under two part bidding system. The Part 1 shall 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 either to be sent in email to undersigned or by post / hand in a separate envelope.

Part 2 Priced bid: Priced bid either to be sent in email to offer2@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. 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.

Documents to be enclosed with Techno-Commercial Un-priced bid:

1. Bidder details for Income Tax, Sale Tax, GST, PF, and ESI
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 **TECHNICAL QUALIFICATION SHEET**. If required, ISRPL may visit works of few of your reputed clients. Please mention if there is any overrun of schedule and reasons thereof.
3. Details of present commitment of the bidders
4. List of Vehicles required to perform this work & presently available with as per **TECHNICAL QUALIFICATION SHEET**
5. Statements of audited accounts for the last three (3) years
6. Deviation, if any (**as per Section V**)
7. Prospective site organization chart for this Job with details of Manpower with relevant qualification & experience.
8. Stamped and signed copy of all the documents of this **NIT, Terms of contract, TECHNICAL QUALIFICATION SHEET (with all relevant documents), Deviation sheet, tracking sheet & GCC**.
9. EMD.
10. All other relevant documents like :
Memorandum of understanding (MOU)/Agreement in case of a partnership firm and also the names of the partners, Registration under shops and establishment act, Workman Compensation Policy, List of authorized signatories along with copies of signature(s), All supporting documents to validate Technical Qualification Sheet attached herein.

- 4. Earnest Money Deposit:** The amount of EMD is Rs 2,00,000/- (Rs. Two Lakhs only) 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.
- 5. 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.

6. Last date of submission of Tender: Oct 05,2021, 1:00 pm

7. NOTES TO SCHEDULE OF RATES: (FOR COMMERCIAL BID)

- 7.1 Rates must be filled only in the Tender Form "Schedule of Rates".
- 7.2 **The rates to be quoted considering the payment on "actual load basis" instead of "RLW/payload of the vehicles".**
- 7.3 The Tenderer shall at his option, may quote for any one or both Loading points .
- 7.4 The Tenderer shall be deemed to have studied in details the WORK to be done within the TIME SCHEDULE and to have acquainted himself with the conditions prevailing at site.
- 7.5 The quoted Rates as per the Commercial BID should be read in conjunction with all the other sections of the Tender.
- 7.6 The Tenderer shall ensure that he has necessary infrastructure in place in all the locations for which he has quoted.

8. QUANTUM OF WORK:

ISRPL does not commit itself to any particular quantum of work for each Loading point allotted to the carrier and the same is likely to vary from time to time. ISRPL is not bound by the Annual transportation quantities indicated in the tender document. The quantities mentioned in "Schedule of rates" (SOR) are based on approximation and are subject to change upon requirement.

ISRPL will not be responsible for any variations in the actual quantities transported during the period of contract against these indicated quantities and no compensation whatsoever will be payable to the carrier.

However, the likely state / Zone-wise product movement is mentioned in Schedule of Rates for the purpose of facilitating evaluation & comparison of bids.

9. E-reverse auction & Price Matching:

ISRPL may on their discretion go for E-reverse auction .

Below will be applicable in case of E-reverse auction

- 9.1 The negotiations will be done thru E-reverse auction module and bidders are expected to have sound knowledge of the Computers and have the working internet connections with them.
- 9.2 For the purpose of E-reverse auction, separates ID and password will be provided to bidders. ISRPL will engage the services of a service provider who will provide all necessary training and assistance before commencement of online bidding on Internet. However, Bidders if fails to understand and process and unable to participate, ISRPL will not be responsible for the same.
- 9.3 E-reverse auction will be followed by Price matching wherein bidders will be given option to match the L-1 prices for distribution of business.
- 9.4 In case of multiple bidder matching the L1 rates, first chance will be given to best performer among the exiting ISRPL transporters for that zone.
- 9.5 In case none of the existing ISRPL transporter match the L1 rates/no existing transporter qualify the criteria of 'best performer', bidder who is ranked best in initial (manual quotes) submitted will be considered for matched price bidder and then others bidders during E-Auction.
- 9.6 Whatsoever reason, if E-reverse auction fails or at discretion of ISRPL, ISRPL reserve the rights to go back to Manual bidding or initial rates received.
- 9.7 ISRPL's decision in this regard will be final.

10. DISTRIBUTION OF QUANTITY

ISRPL reserve the right to for distribution of Load / Quantity. i.e. ISRPL at their sole discretion may decide to award contract on same rates to single or multiple transporters with distribution of Load / quantity.

Following methodology shall be applicable for distribution of quantity among the successful transporters, who are awarded the contract by ISRPL.

If Single Transporter: need to carry 100% Load

If multiple Transporters: L1 bidder will get double volume of the other bidders who have matched the L1 price

So if two transporters: L1 will get 67% and matched bidder will get 33%

If three transporters: L1 will get 50% and matched bidders will get 25% each.

If only one bidder is found L1, due to non-matching / non-quoting of rates then the entire quantity (100%) shall be allocated to the L1 bidder.

Further, due to any other reason whatsoever if only one transporter is left/available then the entire quantity (100%) shall be awarded/allocated/executed by the transporter.

Section - III

General Terms & Conditions

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 PRIVATE LIMITED. 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.

2.0-Validity of Offer:

Offers shall remain valid for acceptance for 90 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 bidder.

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 Section V.

4.0-Taxes & Duties:

As mentioned in 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:

As mentioned in contract

7.0-Price Reduction schedule for delayed Job completion:

As mentioned in contract

8.0-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.

9.0-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.

10.0-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.

11.0-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.

12.0-Penalty for violating safety rules & procedures:**12.1-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
- 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.

13.0-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:-

12.1 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.

12.2-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 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.

12.3-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.

13.0-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 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.

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

15.0 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.

ISRPL reserves the right to accept or reject any or all of the tenders received, at its absolute discretion, without assigning any reason whatsoever.

Please acknowledge receipt of this enquiry and confirm your participation.

Thanking you,

Issued by

**Incharge Materials
Indian Synthetic Rubber Private Limited**

Tender Documents for download:

1. **NIT**, inclusive of, Introduction & Scope of Work (**Section – I**), Specific Instructions to Tenderers (**Section – II**) & General Terms & Conditions (**Section – III**),
2. **Section – IV** Terms of Contract
3. **Section V** Deviation Sheet, if any
4. **Section – VI** Drawing-dimension of our packaging boxes
5. **Section – VII** TECHNICAL QUALIFICATION SHEET
6. **Section – VIII** Schedule of Rates (**5 worksheets**)
7. **Section – IX** GCC
8. **Annexure-A** Tracking sheet