

Notice Inviting Tender

(ISRPL/Transport of SBR, Multimodal (Road-Rail-Road) Ex-Panipat to various destinations in Southern India



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: Annual Contract for Transport of SBR, Multimodal (Road-Rail-Road) Ex-Panipat to various destinations in Southern India (PR No-2000001261)

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Tender Release date: 16.07.2019

Last date of submission of Tender:25.07.2019

Section – I

Introduction & Scope of Work

INTRODUCTION

M/s Indian Synthetic Rubber Private Limited (ISRPL) is a 50:50 Joint Venture Company of **M/s Indian Oil Corporation Limited** and **M/s TSRC-Taiwan**.

The ISRPL has set up a SBR Project at Panipat, Haryana for the production and sale of Styrene Butadiene Rubber (SBR) across India. For furtherance of its objectives, it invites Tenders for transportation of SBR from Panipat to locations all over 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

Unitized Rubber bales packed in metal/ wood boxes/Paper bags or stretch wrapped on pallets, shall be transported to CONCOR rail terminals/rail heads in Chennai & Hyderabad and various customers located in different destinations in southern India along with transportation of material from ISRPL, Hyderabad warehouse to different destinations. Rubber being very sensitive to moisture and dust, needs to be transported with every precaution and with all safety. Details are attached hereunder in Condition of Transport Contract.

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.
 - i. The Transport Vendors / Multimodal Transport Operator must be having experience of 3 years in Multimodal Transport operation (Road-Rail-Road).
 - ii. For Rail - Multimodal Transport Operators must have experience of movement of minimum 1000 TEU per annum in two out of last three financial years.
 - iii. For Road - The Transporter should have experience of transportation of not less than 25,000 MT per annum of solid products.
 - iv. The Transport Vendors / Multimodal Transport Operator should preferably have branches at Panipat/Delhi, Chennai & Hyderabad..
 - v. At least 10 ten wheeler trucks should be registered either in the name of the bidder, Directors and or Partners.
 - vi. Freight revenue of Transporter during any of the last three years should be at least 10 crores/annum.
 - vii. The Transporter / Multimodal Transport Operator must be an Income Tax Assesse, having filed its Income Tax Return for the last 3 years until FY 2018-19.
 - viii. Transporter / Multimodal Transport Operator must be an approved Indian Bankers Association (IBA) Transporter / Multimodal Transport Operator.

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 offer@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.

Chief. 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, GST, PF, and ESI
 2. List of reputed clients (either Petrochemicals Companies or Refineries or Big Process Plant/Tyre Manufacturers) 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 5,00,000/- (Rs. Five 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:**
- 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 minimum 22.24 MT per TEU.**
 - 7.3 The Tenderer need to quote for all items, as single contractor will be awarded contract for all line items.
 - 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 OWNER reserves the right to apply the applicable Rate for a Destination specifically mentioned in the Tender to any other Destination, within a RADIUS of 50 kilometers of the same.
- 7.7 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 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. 9 E-reverse auction & Price Matching:

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

11. Below will be applicable in case of E-reverse auction

12.8.1 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.

13.8.2 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.

14.8.3 discretion of ISRPL, ISRPL reserve the rights to go back to Manual bidding or initial rates received.

15.8.4 ISRPL's decision in this regard will be final.

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

Head Materials

Indian Synthetic Rubber Private Limited

Tender Documents:

- 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 (**format for PRICE BID**)
- 7. Section – IX** GCC

8. **Annexure-A** Tracking sheet