



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

Vendor Code : 10000232 Vendor Name: RFQ for CHA & Export Vendor Address: X . 000000 Contact Person: Phone: Email: Vendor GST No.:	RFQ No: 4100022065 RFQ Date: 30.04.2024 PR No.: 2000002282 Purchase Group: Service Contact Person: ISRPL GST NO.: 06AACCI3980J1ZE
	Service to be delivered at: Indian Synthetic Rubber Private Limited Opposite Naphtha Cracker Polymer Terminal Gate P.O. Panipat Refinery, Panipat

Quotation Deadline Date : 15.05.2024 **Time :** 1300 Hrs

Subject: RFQ for CHA & Transport for export consignments at ISRPL complex, Panipat , Haryana

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.

Item	Service	Quantity	UoM	Delivery date
00010	CHA & TRANSPORTATION	1	Activ.unit	20.05.2024

Prerequisite Qualification Criteria:

1. The applying entity must be in possession of Valid CHA license from Commissioner ate, Custom (in their own name or its sister/ partner concern of the same entity in that case proper relationship should be established.)Applicable for DELHI/NCR ICD i.e,ICD Jhattipur, ICD Tughlakabad ICD Sonipat, ICD Garhi harasaru ,ICD Jatipur and concerned ports



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	(JNPT/MUMBAI, Tuticorin port, MUNDRA & PIPAVAV)			
	2. The entity account is to be maintained at designated port, Indian bank & EDI account No. for payment of port dues/clearance etc.			
	3. The applicant must have 5 yrs of handling trade of similar nature preferably Petrochemicals.			
	4. Party should have their own Offices at relevant (as per this tender) Ports & ICDs.			
	5. Should have established office set up in Delhi (NCR) including ICD Sonapat.			
	6. The bidder shall have AEO status for LO category			
	7. The Bidder should be an ISO Certified Agency			
	8. The Bidder should have valid Registration Certificate as multimodel Transport Operator (MTO) issued by Director General, Shipping, Govt. of India.			
	9. The Bidder should be in the similar business for the past 5 years working as CHA at Delhi (NCR) and providing the Custom House Agent Services to the Government / Semi Government Institutions / Large Private Organizations.			
	10. The Bidder should not have been debarred or blacklisted by any Central / State Government Departments of India.			
	11. Atleast three (03) latest satisfactory work completion / experience certificates issued from the firm(s) to whom the services were rendered by the Bidder indicating the period of service and total number of consignment(s) cleared during the contract period, to be enclosed with the technical bid.			
	12. Transportation affiliation / associates for arrangement of minimum 20 trailers with carrying capacity of minimum 27 MT/30MT (TEU/FEU) (including container weight) or as per the statutory regulations, whichever is higher for transportation between ICD (NCR) and ISRPL, Panipat. Further, CHA needs to submit RC copies of minimum 20 nos trailers which are enrolled in their company name or affiliates.			

Financial Qualification criteria:-

1. Bidders must have an Average Turnover of at least INR 1.35 Crs during last 3 financial years.
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 23.2 Lacs.
 - or
 - b. Two similar completed works, each costing not less than the amount equal to INR 29.85 Lacs.
 - or
 - c. One similar completed work costing not less than the amount equal to INR

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49.7 Lacs.

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

1. Clearing, forwarding and transporting of export consignments to foreign countries by Sea from ICD sonapat (Haryana) on receipt of instructions from Company's office at Panipat.

Loaded Containers will be handed over to CHA from ISRPL plant for clearance in nearest ICD (panipat/ Sonapat/Delhi) for custom clearance & Handover to line. Agent will arrange to clear/ collect such consignments from customs/Railways/Airways, Road transporters and arrange shipment according to the instructions issued by Company's office at Panipat.

2. The bidder shall be a minimum G card holder. The agent shall keep valid Licenses Granted to him by the Customs and Port Authorities for performing the services of CUSTOMS HOUSE AGENT till the completion of Contract if awarded.

3. The Agent will be required to perform all duties as prescribed under Customs Act 1962 and Customs House Agents Regulations 1984 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 and other concerned authorities for clearance and carriage of goods by Sea/Rail/ Road.

5. Liaison with customs and Central Excise for permissions/ approval for Factory stuffing & Self Sealing at ISRPL, Panipat.

6. Coordination with ISRPL's Person in charge (PIC) for planning of shipment as per the schedule.

7. Coordination with ISRPL's PIC for intimation of shipment and schedule on daily/weekly basis.

8. Enter into Periodic transportation contracts with Transporters having sufficient number of double axel trucks capable of carrying 20 ft. /40ft container with carrying capacity of minimum 27 MT/30MT (including container

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weight) or as per the statutory regulations, whichever is higher, for carriage between ICD and Panipat.

9. Coordinate documents required for filing the Shipping Bill/ Bill of export to the customs for movement of containers for factory stuffing & sealing. Filling of Shipping Bill to include filing, amendment of Shipping Bill, Updation of shipping Bill on customs /ICEGATE website as per instruction from shipper

Note:- In case of incorrect filling of Shipping bill in Icegate by CHA or its representative with regards to value, product, HS code, drawback, reward scheme (Like MEIS, RoDTEP)which may lead to loss of Export reward benefit to ISRPL.

CHA has to reimburse such monetary loss to ISRPL equivalent to the value of export reward value/drawback not claimed or arising out due to mistake by CHA.

10. Obtain Booking Number Copy from Shipping Line.

11. Coordinate with ICD representative/line surveyor for Container Allotment, followed by container survey and prepare suitable forwarding note for picking of containers.

12. CHA to coordinate with ISRPL and their nominated Freight forwarder for booking. Obtain Container Numbers from ICD staff. Undertake suitability survey of Containers. If containers are found to be damaged or not available due to short inventory. CHA need to communicate immediately to ISRPL PIC & coordinate for new booking/amendment or pickup containers from different ICD (as per instruction of ISRPL staff).

13. Coordinate for movement of empty containers - hand over forwarding note to transporter(s). Ensure transporter's vehicle has all necessary Certificates. Ensure drivers are well briefed.

14. Transportation of empty containers from ICD to Panipat and loaded Containers of from Panipat to respective ICD with gross weight with carrying capacity of minimum 27/30MT including container weight) or as per the statutory regulations, whichever is higher. The container selection at ICD before receipt and movement/transportation of containers with in free time admissible between Gate out to Gate in at ICD shall be the responsibility of the CHA.

15. Ensure containers are dispatched on time as per schedule to ISRPL Panipat.

16. At ISRPL Panipat permanent supervisor to be deputed to obtain Delivery

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order/Gate pass/various permission from ISRPL & coordinate for activities like container arrival, gate in, timely Stuffing, ISRPL documentation, examination and sealing (if any), gate out and return to ICD.

17. CHA to place clean and export-worthy empty containers at our premises within 24 working hours from the date of our requisition with hazardous approvals wherever applicable. (Damaged / un-cleaned container, if reported, will be returned without stuffing at your cost). CHA/ CHA representative need to do survey of container during allotment by surveyor/line personnel. (Note:- Last minute inspection of container during track placement in ICD by CHA or its representative will not be accepted. Inspection to be carried out during container allotment by surveyor. If container found misfit for loading (due to leakage/bend side wall or found in dilapidated condition) same to be rejected & informed to ISRPL.

18. Ensure consignment wise collection of LR, ICD booking copy/ Transporters copy E-waybill etc. to handover all documents to Transporters.

19. In event of accident of container truck enroute, goods to be returned back to ISRPL plant panipat safely after facilitation of spot survey at accident site (arrangement shall be made by ISRPL with Insurance co.). However no freight shall be paid to transporter for this futile trip (To & Return). Moreover, CHA/Transporter has to arrange documents as per requirement of Insurance Company generally required for processing of product claims like FIR, damage certificate, other reports etc.

20. Insurance

20.1 We shall be responsible for arranging appropriate Insurance coverage for the goods.

20.2 The Cargo which are dispatched in a different Country by us shall be duly insured from anywhere in the world till PORT by us.

20.3 In the event of any theft, accident or damage during transit, loading of cargo or during custom clearance, or transportation up to POD, you shall immediately lodge Police Report as well as inform us about the incident and provide all the assistance / documents to make insurance claim on insurance company and also to Shipping line / CFS / Port / Warehouse or any other agency involved and also arrange to start survey proceedings.

20.4 For damaged goods CHA to facilitate spot survey~ arrange shifting of material to proper safe storage area/Warehouse. ISRPL shall arrange suitable transportation for bringing material back to plant.

Shifting, Storage, handling & related cost to be born by CHA only.

20.5 Any damage to container (resulting due to lorry accident, mishandling, toppling during loading/unloading) in transit to plant/enroute to port/ICD-Port/Terminal Area to be under scope of CHA. CHA has to liase with the

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shipping line/Terminal Operator/railway Authority/Pot Agencies/Transporter and undertake to repair the container at their own cost and indemnify ISRPL for any damages. CHA has to arrange immediate replacement of container to load pending shipment in liase with ISRPL nominated forwarder & take with customs for amendment in documents.

21. Collect all relevant documents from ISRPL Panipat, which are required for custom clearing and export.

22. Coordinate container movement back to ICD.

23. In compliance to SOLAS, CHA to Get the empty & loaded weighment for all containers. Preparing & Filling VGM on behalf of ISRPL and submit same to shipping line/surveyor before rail out.

24. Gate in container to ICD for Custom Clearance.

25. Coordinate submission of relevant documents to customs

26. Coordinate document verification by customs.

27. Coordinate Custom Clearance of container.

28. Handover the Custom Sealed Container to shipping line along with VGM.

29. CHA to ensure that custom clearance handover & rail out of containers should be within 4 days post Gate in containers at ICD. Shipment shut out/not gate in at port due to Delay on account of clearance and handling in ICD or attributed to loading delay for rake loading (due to labor issue, ICD management or breakdown of transportation service/machinery/communication system)etc. CHA will be responsible. Hence, any charge/penalty/levy imposed (either by shipping line, ICD or third party will be borne by CHA.

30. Expedite Carriage Railing Activities from ICD on CHA PDA. Ensure containers are railed out as per booking schedule.

31. CHA to ensure Timely submission of VGM along with TR copy to Terminal surveyor/ICD rail operator for container rail out. CHA to Keep track of rail movement from various ICD's to different port viz Nhava Sheva, Mundra, Pipavav. Share weekly rail rake schedule in advance with ISRPL

32. Ensure Container must reach port before port cut off as per sailing schedule & Booking. Any failure in CHA service(attributed to delay in clearance, ICD issue, rake not assigned or power failure) for not meeting

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timely delivery schedule due to which container (if shuts out)The shut out cost so levy by shipping line along with port & line charges (if any) will be deducted from CHA running bills.

33.CHA to ensure the services deliverable timeline. CHA needs to complete the activities within stipulated time. Needs to ensure no excess cost is built on account of Ground rent charges by ICD or by shipping line for withholding containers beyond fixed free time/days.

34. Container storage free time of 10 days at Clearance ICD.

35.CHA to coordinate with ISRPl nominated forwarder for smooth flow of business activities.

36.CHA to send scan copy of Shipping Bill, Customs, Shipping Seal No's & VGM copy of containers on email to our forwarder and ISRPL within 2 days after custom clearance

37. Handover transport documents, custom generated documents and any other documents pertaining to exports to ISRPL's PIC.

38. Monitor containers, which are railed out.

39. Coordinate with Shipping Line/Forwarder for sailing schedules, Vessel ETA, ETD. Change in port schedule (if any).Activities like rectification in documents, amendment etc

40. Ensure containers meet deadline for Vessel.

41. Send Daily Status Reports to All Concerned.

42. Coordination for marine insurance of cargo, including Declaration/assessment etc. CHA may be required to arrange for insurance, at ISRPL's option.

43. Coordination/Preparation of documentation for DEPB/RODTep/DBK /EPCG benefits/FMS/FPS (As per EXIM policy)

44. Liaoning with custom for getting Duty Draw Back Claim, Rectification of error in scroll generation, Processing documents & replies to customs as directed by ISRPL, Ensuring timely credit of drawback amount to ISRPL bank A/C followed by close coordination & liaison for conducting plant visits(if any) Obtaining TRA, Confirmation of TRA, Co-Ordination with other CHA (If Required).

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45. Coordination for receipt of BRC & submission to Customs for the Applicable export benefit scheme applicable time to time & as per foreign Trade Policy.

46. Any other activities related to the above.

Scope of work as detailed above is only indicative and not exhaustive. While the indicated scope will form the basis of overall work, there would be variations as per requirements, both statutory and internal to ISRPL. It may be worthwhile to ask the CHA to provide dedicated manpower with adequate educational qualifications and experience on full time basis to carry out activities mentioned under Scope of Work. Manpower provided by CHA should have thorough knowledge of Microsoft Office (word & Excel) & proficient in internet usage, typically emails.

47. PRODUCTS & PACKING

The nature of packaging and product to be transported are given as below:

47.1.1 In Metal Boxes

Product Form Nature of Packaging Net.Wt. kgs

Styrene Butadiene Rubber (SBR) Unitised Bales in metal box Metal Box

36 bales * 35kg/bale + Box wt. = ~1390Kg per metal box

Dimension of Metal Box:

Length : 1.465 Meter , 4.80 Feet

Width : 1.150 Meter , 3.77 Feet

Height : 1.098 Meter , 3.60 Feet

47.1.2 In Paper Bags

Product Form Nature of Packaging Net.Wt. kgs

Styrene Butadiene Rubber (SBR) Unitized Bales in Paper Bags Paper Bags

35kg/bale

Other Activities:

1. Monthly Customs accounts shall be collected by the CHA and to be submitted to ISRPL, Panipat every month without any delay. All Export Applications filed by the CHA on ISRPL's behalf with Customs/Port Authorities shall be handed over to ISRPL after clearing the consignment and the same has to be closed within the time limit framed by the relevant authorities and the proof of closing to be handed over to ISRPL. Any excess amount collected by Customs/Port due to default by the CHA shall be recovered from the CHA's running bills/deposits.

2. All Steamer Agent/Customs/Port Receipts and all accounting documents shall be collected and submitted to ISRPL, Panipat after clearing the consignment.

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3. Monitoring and completion of EGM filing and to clear the queries, if any, from the customs authorities within 15 days from the date of Bill of Lading and to obtain DBK Scroll sheet from the customs as and when it is released.

4. Demurrage/detention accrued due to lapse on the part of the CHA shall be recovered from the CHA's running bills/deposits.

5. Filing necessary Export Application, Export shipping Bill and other relevant documents shall be filed by the CHA with Port/Customs.

6. The CHA shall obtain necessary Certificate of Origin as per ISRPL requirement (Preferential such as SAPTA, AIFTA, GSP etc). & non-preferential certificate duly signed by Chamber of Commerce & Industry for each consignment as per the invoice.

7. In case of any ISRPL shipment coming under 100% custom examination, CHA to coordinate for timely clearance. Further, CHA to also arrange waiver's for such cases as and when applicable.

8. As per business need & shipping situations in country/region ISRPL shall request pick up of empty container from any nearest ICD other than nominated ICD of Contract. CHA need to liaise with surveyor, line personnel, ISRPL nominated forwarder for pick up of empty containers from any of these ICD. For transport planning atleast 48 hrs shall be provided to CHA in case containers are picked from different ICD

9. Liaison with EIA (Export Inspection Agency) including application, Coordination & tracking SAFTA/SAPTA/GSP/Non preferential Certificate of Origin or any other such certificate of origins for each shipment.

10. All the connected documents after completion of loading with due Endorsement by the appropriate authorities shall be handed over to ISRPL, Panipat immediately.

11. Any other activity related to Export but not listed above may be included from time to time.

12. CHA cum transporter to provide 24 Hours free time at Panipat for completion of loading and other activities. Detention to be calculated after 24 hours free time at Panipat only (for vehicle arriving by 11.00 am). In case arrives after 11.00 am the detention time will start after 11.00 am next day. Sundays/National/local/Plant Holidays shall be excluded from the computation of detention days.

However, in case if some vehicles are detained at plant due to non-placement

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of full consignment load of container or due to delay in filling of Shipping Bill checklist, no detention will be payable.

Penalty:

1. CHA has to submit the Customs cleared documents within 02 working days of release of Let Export Out (LEO) copy by Customs. Failing which ISRPL reserves the right to impose a lumps sump penalty of Rs.1000/- per day.

2. Time required from the date of intimation to the date of handing over of container to railways at ICD after custom clearance: 3 days. Failing which ISRPL reserves the right to impose a lumps sump penalty of Rs.1000/- per day.

3. Non-Placement penalty: In case of failure on part of the contractor to provide requisite number of vehicles/ Containers within specified time as per advice of ISRPL, it will entitle ISRPL at its sole discretion to levy a penalty of Rs. 2000/- per vehicle/ Container per day as non-placement penalty over and above the other actions ISRPL would be entitled to initiate.

Transportation rates:

The rates should be inclusive of, Road Tax, Entry Tax, Goods Tax, RTO Tax, Green tax/cess and all other Taxes / Levies & surcharges, that may be imposed by NGT/Govt. 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

Labor employed by the Contractor as prescribed by any statutory body or Government Agency wherever in force.

Volume of Business

a) It is understood that there is no commitment by ISRPL to any particular volume of business for any ICD/Port allotted to CHA and the same is likely to vary from time to time. The volume of work allotted cannot be used by carrier/CHA to claim any relaxation in the conditions of this agreement. Further ISRPL reserve the right to revise the allotted volume depending upon the business requirement.

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:

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

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(Joint Venture of Indian Oil, TSRC- Taiwan)

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where;

F1 = weighted average of RSPs of HSD during immediate previous month
FB = Base HSD price as given in the tender document,

NOTE:

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. 87.62 per litre (Average of month of April-2024)

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

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.oil.com/Products/HighspeedDiesel.aspx> for location New Delhi), which will be the average of RSPs of HSD during immediate preceding month, and the new transportation rates arrived at on the above dates shall be applicable for a period of subsequent month.

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 transshipments 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 in respect of all vehicles provided for transportation, the CONTRACTOR shall arrange to take photographs of the driver, helper and the vehicle concerned before the vehicles taken inside the factory for loading and shall produce the same to ISRPL / Police or such other persons as and when required. In case ISRPL decides to install any equipment for taking photographs of the drivers for purpose of security, the cost of such photographs will be borne by the CONTRACTOR.

F.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. Any driver not carrying above document or found validity expired for such document, the truck will be returned at your cost & risk.

In case the containers received are un-cleaned and /or in a damaged condition, the same are liable to be rejected and returned at your cost or the cost incurred towards repairing / cleaning of such containers will be debited to your account and recovered from payments to be made and / or security deposit held with us.

The item covers the following services:

10	10001862	40	NO
Transportation-ICD Sonipat			

Transportation of empty TEU container from ICD, Sonipat to ISRPL, Panipat and return transportation of stuffed container with stuffed load of max 23.00 MT or as per the statutory regulations, whichever is higher from ISRPL, Panipat to ICD

20	10004674	40	NO
Transportation-ICD Jhatipur			

Transportation of empty TEU container from ICD Jhattipur to ISRPL, Panipat and return transportation of stuffed container with stuffed load of max 23.00 MT

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or as per the statutory regulations, whichever is higher from ISRPL, Panipat to ICD

30	10004416	5	NO	
Transportation ICD-TKD-PNPT-SONEPAT				

Transportation of empty TEU container from ICD, TKD (Tuglakabad) to ISRPL, Panipat and return transportation of stuffed container to ICD, Sonapat or VICE VERSA with stuffed load of max 23.00 MT or as per the statutory regulations, whichever is higher from ISRPL, Panipat to ICD.

40	10005070	5	NO	
Transportation ICD-TKD-PNPT-JHATTIPUR				

50	10004417	5	NO	
Transportation ICD-Jhattipur-PNP-SONEPAT				

Transportation of empty TEU container from ICD, Jattipur to ISRPL, Panipat and return transportation of stuffed container to ICD, Sonapat or VICE VERSA with stuffed load of max 23.00 MT or as per the statutory regulations, whichever is higher from ISRPL, Panipat to ICD.

60	10004675	5	NO	
Transportation ICD-SONEPAT-PNPT-JHATIPUR				

Transportation of empty TEU container from ICD Sonapat to ISRPL, Panipat and return transportation of stuffed container to ICD Jhatipur or VICE VERSA with stuffed load of max 23.00 MT or as per the statutory regulations, whichever is higher from ISRPL, Panipat to ICD.

70	10001867	100	NO	
Custom clearance/ Agency Charges				

Custom clearance/ Agency Charges and related activities (includes filing of Shipping Bill, any amendment thereon & updation on Shipping Bill on customs website, or any other charges related to customs clearance, & co-ordination with shipping line)

80	10003294	100	NO	
VGM-Charges				

VGM Charges- include weighment charges of empty container & loaded container (per container wise) to fullfil VGM requirement. Preparing & Filling VGM on behalf of ISRPL and submit same to shipping line/surveyor before rail out.

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Item	Service	Quantity	UoM	Delivery date
90	10004679 Container Survey Charges Container survey at ICD/Port	100	NO	
100	10001868 Certificate of Origin Charges Certificate of Origin Charges (issued by chamber of commerce). Charges inclusive of certificate fees and Liasoining charges.	20	NO	
110	10001869 Cancellation/Amendment shipping Bill Cancellation/Amendment shipping Bill (if any)	5	NO	
120	10001876 Detention charges at ISRL, panipat Detention charges per Truck at ISRL, panipat	10	NO	
130	10001880 Registration at ICD / port Registration at ICD / port	1	NO	
140	10004678 Registration of AD code Registration of AD code	1	NO	
150	10003286 Reimbursemnet Charges-Inland Haulage/TPT Charges to be reimbursed at actual for CHA / Freight Forwarder Like -Concor/Rail Freight etc.(will be payable as per actual on submission of proof).	5,313,500	NO	
160	10001877 Reimbursemnet Charges-CHA/Freight Fwd	150,000	NO	

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	Charges to be reimbursed at actual for CHA / Freight Forwarder, Like Shipping line Charges, Terminal Handling Charges, issuance of Bill of lading, Detention charges of container at ICD/Port etc for cause not attributed to CHA / Freight Forwarder. (will be payable as per actual on submission of proof).			

Validity:

This Contract will be valid for one 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 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 (varinder.kumar@isrpl.co.in).

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. 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. The Bidder should quote in words and figures and also to work out the total amount of the RFQ/tender.

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

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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 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).

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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.

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

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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 contact period".

2.0-Validity of Offer:

Offers shall remain valid for acceptance for four 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 bidder if in its opinion this would not be in the interests of the purchase.

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. 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.

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.

2.2-Price Bid Conditions

1. Price Variation Clause: Parties asking for price variation clause in the tenders have to quote a ceiling for price escalation clause. Tenders without any ceiling may be rejected. However, well defined and workable price variation clause can be established, the same can be provided in the tender.

2. Other Commercial Terms:

* Freight components: When vendor does not mention freight component , the same shall be considered as #nil".

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* Taxes & Duties : When vendor does not mention Taxes & Duties, the same shall be considered as Borne by vendor .

* Inspection charges : When vendor does not quote inspection charges in spite of having been stipulated in the tender document to indicate inspection charges, the same shall be considered as #nil".

* Component/spares/ accessory: If a vendor doesn't quote for some component/spares/ accessory specifically indicated in the tender for consideration alongwith equipment, the same shall be considered #free supply"

* Performance Bank Guarantee: In case bidder does not agree to submit PBG as per tender requirement, their offer will be loaded with 10% of their basis cost of material. In case PBG is agreed for less than 10%, loading shall be for the differential.

* Any condition taken by the tenderers having impact of contingencies e.g. interpretation of tax laws and/ or imposition of new levies etc. should be separately mentioned in Priced Bid.

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 GST but inclusive of all applicable statutory taxes & duties and will be remains firm & fixed for entire period of contract. GST will be paid extra at actual within the contractual delivery date. Any increase in the rates of GST beyond the contractual completion date or approved extended contractual completion time will be borne by ISRPL to the extent ITC documents passed on to ISRPL and ISRPL is in a position to get the ITC claim from the TAX authorities. However, the benefit of any reduction must be passed on to ISRPL. Vendor must provide all the information required for availing the GST credit to the buyer promptly, in case of failure to provide the information and resulting in loss of GST credit to the buyer, the vendor will reimburse the GST amount along with applicable interest & penalty to the buyer.

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

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tax & any other taxes at source at the rates prevailing at that time. In case of different payment terms, suitable loading will be done as per ISRPL Norms.

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 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

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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:

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

Penalty for violating safety rules & procedures:-

Penalties for Violation / Non-adherence of safety procedures and practices of ISRPL:

Violation of applicable Safety, Health and Environment related norm a penalty of Rs.5000/per occasion.

Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value or Rs.1,00,000 whichever is more per injury in addition to Rs.5000/per occasion as in item 1.

Fatal accident, a penalty of 1% of the contract value or Rs.5,00,000 whichever is more per incident per person in addition to Rs.5000/per



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occasion as in item 1.

The amount so collected from the contractor as per above clauses shall be disbursed to the affected person / his family members by the company.

The vendor is advised to take appropriate insurance policy for the effective implementation of the above penalty provision.

In case of accidents depending on the seriousness of injury etc. in addition to the hospitalization / Treatment charges and Group insurance

amount, compensation shall be paid by the vendor to the affected person / his family members in presence of Head # HR & Admin /Engineer-in-charge as per Workmen Compensation Act.

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 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.

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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 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

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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.

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



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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.

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.

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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 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

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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 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

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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.

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.

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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 Business Associates Code of Conduct (BACOC) :

24.1 PURPOSE -

Indian Synthetic Rubber Private Limited (ISRPL) (hereinafter called the Company), has always epitomized the true spirits of Business Ethics in its interactions with all its Business Associates as our Business Associates are critical stakeholders in our success and we are committed to strengthening our relationship with them.

For this purpose, the Company has drawn up this Business Associates Code of Conduct (BACOC) which is applicable to all Business Associates globally. ISRPL's Business Associates Code of Conduct (BACOC) articulates our expectations from our Business Associates with respect to ethical, compliant and safe conduct of business throughout the course of our business relationship.

ISRPL values Business Associates who join us in pursuing these common goals and adopt practices that are consistent with BACOC.

24.2 SCOPE & APPLICABILITY -

BACOC applies to to all current Business Associates of ISRPL.

"Business Associate" means any Individual/Partnership Firm/LLP/Company/ Body Corporate/Trust, etc. and their respective regular as well as contractual employees, seconded staff, with whom the Company transacts or enters into any financial or commercial arrangements and includes vendors, suppliers, lenders, Landlords/lessors, service contractors, intermediaries, consultants/advisors, lawyers, representatives, subcontractors, business development agents, custom agents, sales agents and, customers.

24.3 UPHOLD BUSINESS INTEGRITY AND ETHICS -

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A. Compliance with applicable laws and regulations

All Business Associates must comply with all applicable laws and regulations.

B. Gifts and Hospitality

Business gifts and hospitality are sometimes used in the normal course of business activity. However, if offers of gifts or hospitality (including entertainment or travel) are frequent or of substantial value, they may create the perception of, or an actual conflict of interest or an 'illicit payment'. The Company discourages such practices of giving business gifts or hospitality to its employees by Business Associates.

C. Unfair Practices/ Anti-Competitive Practices

(i) All Business Associates must ensure not to tolerate, permit, or engage in bribery, corruption, embezzlement, extortion, kickbacks, inducements or any other unethical practices.

(ii) All Business Associates must ensure not to get involved in money laundering activities in any manner.

(iii) All Business Associates must ensure to follow fair practices to earn our business and not to indulge in any anti-competitive or unfair/restrictive trade practices in any form.

24.4 CONFLICT OF INTEREST -

The Business Associates shall not enter into a financial or any other relationship with a ISRPL employee that creates any actual or potential conflict of interest for ISRPL. The Business Associates must understand that a conflict of interest arises when the personal interests of the ISRPL employee are inconsistent with the responsibilities of his/her position with the company. In this regard, all such actual/apparent conflicts must be disclosed to ISRPL as soon as the Business Associates become aware of such actual/apparent conflicts.

24.5 LABOUR CONDUCT & EMPLOYMENT PRACTICES -

A. Child Labour

The use of child labour by the Supplier is strictly prohibited. Child labour refers to work that is mentally, physically, socially, morally dangerous or harmful for children, or improperly interferes with their schooling needs.

B. Forced Labour

The Business Associates shall not use forced or slave labour of any type (e.g. bonded or involuntary labour).

C. Working Standards



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The Business Associates must ensure that its employees and workers work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked, laws on wages, labour conditions.

D. Non-Discrimination

The Business Associates shall not discriminate in hiring and employment practices on the grounds of criteria such as of race, color, religion, caste, sex, age, physical ability, sexual orientation or national origin.

E. Workplace Environment & Occupational Health and Safety

The Business Associates shall provide employees & workers safe and healthy working conditions. As a minimum, potable drinking water, adequate sanitation, fire exits and essential safety equipment, access to emergency medical care, and equipped work stations must be provided. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable laws & regulations.

24.6 ENVIRONMENTAL RESPONSIBILITY -

The Business Associates must operate with care for the environment and ensure compliance with all applicable laws and regulations. The Business Associate shall strive for environmental sustainability, particularly with regard to the emission of greenhouse gases, consumption of water and energy, and the management of waste and hazardous materials. The Business Associate shall endeavour to offset the effect of climate change in its activities.

24.7 THIRD PARTY REPRESENTATION -

The Business Associates shall not be authorised to represent ISRPL or to use the ISRPL brand without the written permission of ISRPL.

24.8 PROTECTING COMPANY ASSETS -

The assets of ISRPL shall not be misused; they shall be employed primarily and judiciously for the purpose of conducting the business for which they are duly authorized. These include tangible assets such as equipment and machinery, systems, facilities, materials and resources, as well as intangible assets such as proprietary information, intellectual property, and relationships with value-chain partners of ISRPL.

24.9 DISCLOSURE OBLIGATION ON COMMENCEMENT OF INSOLVENCY, BANKRUPTCY, WINDING UP AND/OR LIQUIDATION OR DISSOLUTION PROCEEDINGS

The Business Associates shall inform/communicate to ISRPL, immediately, in writing, either by registered post/Telefax/email or any other mode of written communication, in case any type of Insolvency, Bankruptcy, Winding Up And/ Or Liquidation or Dissolution Proceedings are commenced against the Business

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Associates of the Company.

24.10 CONFIDENTIALITY & DATA PROTECTION

The Business Associates shall handle and process data only for the purpose(s) mentioned in the Agreement/ Purchase Order/ Service Contract/ Sales Order with ISRPL and shall comply with all applicable laws relating to collection, processing and transfer of personal and personally identifiable information in the jurisdictions of their operations. The Business Associates shall strictly adhere to the provisions of "Non-Disclosure Agreement (NDA)/Confidentiality Agreement" executed, if any, with ISRPL. Further, Business Associates shall strictly avoid usage of unapproved messaging platforms for business communication involving any commercial transactions and report any incidents of violation or disclosure of confidential or personal data to ISRPL.

24.11 SOCIAL MEDIA -

It shall be the duty of Business Associates to ensure that posts on social media (including by their employees) are legally compliant and made in a responsible manner. Further, all Business Associates shall ensure that any confidential or proprietary information of ISRPL is not posted in public domain. Further, all Business Associates shall ensure not to post any derogatory, defamatory, inflammatory, disrespectful, obscene, threatening, abusive or malicious content about ISRPL and / or its Shareholders, Promoters, Directors, Officers or Employees.

24.12 COMMUNICATION & COMPLIANCE -

All Business Associates shall ensure to internalize and institutionalize the standards of business practices and operations as set forth in this BACOC. Further, all Business Associates shall clearly communicate the requirements of this BACOC, and how it translates into business practices and operations to, all its employees and business partners. Business Associates confirm by the signature of a person authorized to agree to this BACOC that they have received, read, understood, and will comply with this BACOC.

24.13 MONITORING

The Business Associates shall maintain adequate documentation to demonstrate compliance with the principles of this code, and allow access to ISRPL to check compliance upon request with reasonable notice.

24.14 VIOLATION OF CODE -

The Business Associates shall promptly disclose to ISRPL any actual or suspected incidents of violations of this Code, whether by any of its own employees, in good faith, and on a confidential basis on the email id, i.e.

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amit.vohra@isrpl.co.in. Further, all Business Associates shall cooperate and shall provide assistance to ISRPL in conducting inquiries, investigations into any past or current incidents or activities that could potentially be in violation of this Code.

It is important that all suspected violations, including retaliation are reported. Retaliation includes adverse actions, harassment, or discrimination on a professional front relating to your reporting of a suspected violation. ISRPL will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of the BACOC. ISRPL is committed to fairly assess all the issues raised and provide resolution.

24.15 IMPLICATIONS FOR NON-COMPLIANCE -

Failure to comply with the standards set forth in this BACOC will entitle ISRPL to:

- Demand corrective measures
- Terminate an agreement with any Business Associates who does not comply with the Code.
- Take suitable action including appropriate legal action at the sole discretion of ISRPL.

25.0 A Business Associate can file a Complaint/Protected Disclosure as per the procedure enunciated under Vigil Mechanism Policy of ISRPL, which can be accessed at ISRPL Website, i.e. www.isrpl.co.in. Further, if any of the Business Associates of ISRPL commits any 'wrongful conduct/Improper Activity' as defined under the said Vigil Mechanism Policy, the disciplinary action/corrective action, as deemed fit, may be taken against him in accordance with Conduct Rules/ Business Associate Code of Conduct (BACOC) of the Company.

26.0 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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ANNEXURE A

RFQ Terms & Conditions and Business Associates Code of Conduct Acknowledgement

I certify that our company has received, read, and understood and will abide by ISRPL's Business Associates Code of Conduct (BACOC).

Company Name

Representative

Job Title

Signature

Date