

**Notice Inviting Tender  
(ISRPL/Sale of Waste Rubber Scrap)**



**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: 0180-2529115/ 2529146/2529100/2529200, Fax No: 0180-2529138  
Mr. Sachin Verma / Mr. Varinder Kumar**

**Sub: Contract for Sale of Waste Rubber Scrap items from Panipat**

**Content**

**Section – I Introduction & Scope of Work  
Section – II Specific Instructions to Tenderers  
Section – III General Terms & Conditions  
Section – IV Terms of Contract (Draft Contract)  
Section – V Deviations sheet, if any  
Section – VI Schedule of Rates (format for price bid)**

**Tender Release date: Sep 1st, 2023**

**Last date of submission of Tender: July 31st' 2023, 1:00 PM**

## Section – I

### Introduction & Scope of Work

#### **INTRODUCTION**

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

The ISRPL has set up a SBR Project at Panipat, Haryana for the production and sale of **Styrene Butadiene Rubber (SBR)** across India.

ISRPL invites Tenders for Sale of Waste Rubber Scrap items from Panipat (generated regularly during manufacturing of Rubber).

#### **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**

***ISRPL invites Tenders for Sale of Waste Rubber Scrap items from Panipat (generated regularly during Manufacturing of Rubber).***

- i) To delivery of entire quantity of Material on “as is where is basis” lying in scrap yard / designated place/places at plant at Panipat.***
- ii) To ensure that the Materials is collected from scrap yard / designated place/places during General Shift only.***
- iii) To transport Materials from scrap yard / designated place/places by using your own vehicles.***
- iv) To lift material on regular intervals and ensure that there is no accumulation of Materials.***
- v) To comply with all the necessary statutory obligations (if any).***

***Waste Rubber Scrap items are broadly classified as below:***

- 1. SBR 8000: This is scrap material, which is generated during the production process and it contains traces of unreacted raw materials. Approx. available quantity: 120 MTs***
- 2. SBR 9000: This material is collected before dryer and it has very high moisture content. Approx. available quantity: 300 MTs***

**Section – II**  
**Specific Instructions to Tenderers**

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

**1. Eligibility:**

**For Waste Rubber Scrap items:** Not Applicable.

- a. *Buyer/Agency should have registered with GST.*
- b. *Buyer/Agency will be required to submit documents as & when required by ISRPL (as below).  
GST, Pan Card, Company Registration Certificate (If Available) and Cancelled Cheque.*

**2. Submission of offer:**

The offers shall be submitted under two-part bidding system. The Part 1 shall be Techno-Commercial Unpriced bid and Part 2 shall be price bid.

**Part 1 Techno-Commercial/ Un-priced bid:** Techno-Commercial Un-priced bid **(Below documents are to be submitted with sign & stamped)** either to be sent in email to undersigned [varinder.kumar@isrpl.co.in](mailto:varinder.kumar@isrpl.co.in)/[sachin.verma@isrpl.co.in](mailto:sachin.verma@isrpl.co.in) or by post / hand in a separate envelope.

**Enclosures:**

1. GCC\_26.05.2020
2. Section I to III (NIT)
3. Section IV (Draft Contract)
4. Section-V, Deviation sheet

**Part 2 Priced bid:** Priced bid either to be sent in email to [offer@isrpl.co.in](mailto: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.

**Enclosures:**

1. Section VI, Price Bid format

**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 with whom you have executed major similar nature of jobs with copies of Contracts in last Five (5) Years. If required, ISRPL may visit works of few of your reputed clients.
3. Details of present commitment of the bidders.
4. Deviation, if any (as per Section V)
5. Stamped and signed copy of all the documents of this NIT (dully filled, stamped and signed)
6. EMD.

**3. Earnest Money Deposit: Rs. 2,00,000/- (Rs. Two Lakhs only)**

EMD shall be accepted in the form of pay order or Demand Draft & through NEFT/RTGS in ISRPL Bank account. 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.

**4. 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.

**5. Last date of submission of Tender: July 31st, 2023 1:00 PM**

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

Rates must be filled only in the Tender Form "Schedule of Rates/ Format of Price Bid". Bidder need to quote basic rates only; Taxes will be extra at actual and will be borne by bidder only. The rates to be quoted considering the Unit of measurement (UOM), rates of tax and TCS.

**7. QUANTUM OF WORK:**

The quantity given is Indicative figures only and ISRPL shall not be bound to guarantee the quantity mentioned hence NO claim will be entertained in this regard.

**8. E-Forward auction:**

**ISRPL may on their discretion go for E-Forward auction.**

**Below will be applicable in case of E-Forward auction**

- 3.1 The negotiations will be done thru E-forward auction module and bidders are expected to have sound knowledge of the computers and have the working internet connections with them.
- 3.2 For the purpose of E-forward 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.
- 3.3 ISRPL reserve the rights to award the contract on H1 auctioned rates or to another other bidder, ISRPL's decision in this regard will be final.

- 3.4 In case of failure of the E-forward auction (because of any reason), the quoted rates will be considered as final and bidder need to abide the same.

### Section – III General Terms & Conditions

#### Terms and Conditions:

##### 1. 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. 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. 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 NIT documents and not stipulate any deviations. However unavoidable, deviations shall be listed separately as per Section V.

##### 4. Taxes & Duties: As mentioned in contract.

5. **Tax Collection:** All necessary & statutory tax shall be collected along with the payment and necessary TCS certificate shall be given to you.

6. **Payment Terms:** 100% advance before lifting the Waste Rubber Scrap.

##### 7. 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.

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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.

##### **12.2 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.

#### **12. 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: -

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

**15. 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**

**Assistant Executive-Materials  
Indian Synthetic Rubber Private Limited**

**Tender Documents for download:**

1. **NIT**, inclusive of, Introduction & Scope of Work (**Section – I**), Specific Instructions to Tenderers (**Section – II**) & General Terms & Conditions (**Section – III**),
2. **Section – IV** Terms of Contract (Draft Contract)
3. **Section – V** Deviation Sheet, if any
4. **Section – VI** Schedule of Rates (Format for price bid)