



# Indian Synthetic Rubber Private Limited

(Joint Venture of Indian Oil, TSRC- Taiwan)

## Contact Address:

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

## Request for Quotation

<b>Vendor Code :</b> 10000232 <b>Vendor Name:</b> RFQ for Housekeeping Services at ISRPL Panipat Site <b>Vendor Address:</b> X . 000000  <b>Contact Person:</b> <b>Phone:</b> <b>Email:</b>  <b>Vendor GST No.:</b>	<b>RFQ No:</b> 4100016828 <b>RFQ Date:</b> 25.10.2021  <b>PR No.:</b> 2000001681 <b>Purchase Group:</b> Service  <b>Contact Person:</b> Varinder  <b>ISRPL GST NO.:</b> 06AACCI3980J1ZE
	<b>Service to be delivered at:</b> Indian Synthetic Rubber Private Limited Opposite Naphtha Cracker Polymer Terminal Gate P.O. Panipat Refinery, Panipat

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

**Subject:** RFQ for Housekeeping Services 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	Housekeeping Services	1	Activ.unit	01.02.2022

Technical Pre-qualification criteria for Bidders:

Sl.No Parameters Details

1 Vendor eligibility 1. The Bidder should have minimum experience of 10 Years Manpower Supply / Housekeeping Services in Chemical / petrochemical industry/manufacturing or any large Private organisation or MNC Company.

2. Bidder should have PF & ESI code.

2 Office 1. Bidder should have Local/branch office with in the radius of 50KM from plant.

3 Contract Period 2 Years

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**Corporate Office:** 1st Floor, IGL Complex, Plot No. 2B, Sector 126, Noida-201304, U.P. Tel. :+91-120- 4871000 Fax: +91-120-4871030

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

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



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Item	Service	Quantity	UoM	Delivery date
4	Backup/Document	1.		
	The Bidder must submit sufficient documentary evidence like detailed work orders & completion certificates clearly mentioning the detailed description of work done, with start & end dates along with the executed values.			
	2. Bidder must submit Statutory returns like ESI, EPF of last three years.			

**Financial Pre-qualification criteria for Bidders:**

1- Bidders must have an Average Turnover of at least INR 1.13 Cr during last 3 financial years. (Last 3 year balance sheets to be attached in bid ending with 2020-21 ,if balance sheet of 2020-21 is not audited then provisional balance sheet to be provided.)

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

A- Three similar completed works, each costing not less than the amount equal to INR 19.79 Lacs.

or

B- Two similar completed works, each costing not less than the amount equal to INR 25.44 Lacs

or

C- One similar completed work costing not less than the amount equal to INR 42.41 Lacs

(work orders copies of last 3 years executed jobs to be attached as a proof).

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

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

**SCOPE OF WORK:**

Manpower Supply & Housekeeping Services at ISRPL

Scope: Housekeeping and Office assistance related activities as defined below.

Housekeeping activities involves Cleaning & Mopping of Floors, Ceilings, Walls & Sweeping of Office wastes from all the Admin building and Non-Admin

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Buildings like Workshop building, Control Room, Sub Station, Logistics building, Excise building, Engineering Store, Chemical Store, Cafeteria, Security & Safety building, Laboratory building, Warehouse, Finishing area, Inside & Outside periphery Drains/Outlets.

Whereas Office Assistance related work includes Data Entry Operations, Clerical, Gate-Passes formulations and other related Office Works, etc.

Period: The contract period shall be for 2 year.

General Scope and guidelines

Housekeeping activities at Plant mainly caters to services relating to Cleaning & Mopping of Floors, Ceilings, Walls & Sweeping of Office wastes from all the Admin building and Non-Admin Buildings like Workshop building, Control Room, Sub Station, Logistics building, Excise building, Engineering Store, Cafeteria, Security & Safety building, Laboratory building, Finishing area, Inside & Outside periphery Drains/Outlets.

Housekeeping activities includes Cleaning, Dusting etc. from Office furniture & fixtures, Partitions and maintenance of all Company Assets and Administrative Support Services as enumerated below.

1. Cleaning and dusting of all the buildings and designated areas and maintaining the dust free conditions at all times including removing cobwebs from roof, cleaning of tiles, cleaning of false flooring, cleaning of glass area & partition walls, Wall Clocks hanging at several places inside the Plant premises, Aqua guards available across the Plant, Tea/Coffee Vending Machines available across the Plant, Cleaning of exhaust Fans and Chemical Cleaning of all the Toilets.

2. Contractor will have to provide uniform to all the workforce deployed at ISRPL, failing which contractor will be fined Rs.100/day/worker. If such incident happened for more than 10 times in a FY agency will be fined for Rs.5000/-. After that also if workers deployed don't come in uniform company will be left with no other option than to terminate the contract after giving one month notice.

3. Cleaning of all the Toilets & office Floors, Ceiling etc. would be done during silent hours only, however the contractor may have to perform the cleaning job during office hours, if so desired by the management.

4. Dusting/ Cleaning of PCs at all the Places inside the Plant.

5. Dusting/cleaning of Fax & Telephone Sets at all the Places.



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Item	Service	Quantity	UoM	Delivery date
6.	Dusting/ cleaning of all Office Tables/ Chairs/ filing Cabinets/ Almirahs / Gangways/ Window Panes/ etc.			
7.	Sweeping all around buildings & connected roads and drains, collection, segregation and disposal of garbage / waste / malba / debris etc. to a designated dustbins near the building etc. including all labours, brooms, swaps, cobweb remover, pipe de-choker etc. along with other required tools and tackles.			
8.	Daily Disposal of all the Wastes from all the Offices to be disposed off in the area earmarked as per HSE/ Civil/ Plant Admin Department.			
9.	ISRPL Shall pay such disposal charges so incurred by Disposal Facility.			
10.	Supply of Drinking Water to all the Officials once every morning & thereafter as & when it is required.			
11.	Tea/Snacks serving to the Employees/Guests/Visitors.			
12.	Cleaning & Maintenance of Cleaning Equipment's, Mop Trolley, Vacuum Cleaners etc.			
13.	Assisting Plant Administration in organizing official functions like Visits of Dignitaries, Meetings, Conferences etc.			
14.	Any other unforeseen jobs, which may be assigned by ISRL officer-in-charge as on requirement basis.			
15.	The Contractor will ensure that, a daily record of all the work is maintained and the same will be placed before Admin department for perusal on the following working day after having it authenticated by the user Department.			
16.	Safety: The Contractor shall provide PPE's as per ISRPL HSE Policy, uniforms, shoes, stocking, belt, cap, photo identity etc.			
17.	Statutory Compliance:			
17.1	Service Provider will comply with all labor laws governing the workmen engaged by you, implement the provision of Factory Act 1948, Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, Contract Labour (R&A) Act 1970, P.F (MP) Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Industrial Dispute Act 1947, Service Tax Act and any other rules and regulations framed there under and also provisions of any other act as may be applicable in country and state.			

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17.2	The contractor shall comply the provisions of PF (MP) Act and ESIC Act and rules framed there under in respect of his worker.					
17.3	The Contractors will also maintain attendance record of his employees & submit the same to the concerned user Department apart from their Punching Card etc.					
17.4	The contractor shall pay to each workers the applicable minimum Wages as per Haryana Government Scheduled Rates. The rate will be revised as per minimum wages notification issued by Govt. of Haryana from time to time.					
17.5	Over-time Extra payments for working beyond normal office hours / Sundays & Holidays with prior approval of ISRPL officer-in-charge.					
17.6	If any amount become payable by first party as result of any claim or application in terms of provisions of any Act/Rules/Regulations/Laws, thereunder such amount shall be recovered from second party or the same shall be deducted from the bill of second party.					
18.	Maintenance of manpower					
18.1	Service Provider are required to maintain the strength of the workers as stipulated in the work order. Provide replacement of workers immediately, any delay thereafter will attract penalty as defined in penalty clause.					
18.2	ISRPL shall at its own discretion, require SERVICE PROVIDER to curtail or increase the number of persons providing Services.					
18.3	In case of emergent requirement the service provider shall provide additional Manpower on the same rates as applicable.					
19.	House Keeping Personnel Requirement					
Sl .No.	Dept./Area	High Skilled	Skilled	Semi-skilled	Un skilled	Total
1	Admin Building	02	01	01	01	05
2	Canteen, OHC, Fire		01	01		
3	Lab Building	01		01	02	
4	MCR, P. Cabin, Substation	06		03	09	
5	Store, Maint, Logistics	01	02	03		
6	Plant Toilet Cleaner		01	01		
7	Plant Road Sweeper		03	03		
8	Supervisor	01	01			
Total		03	07	02	13	25
20.	Tricycle: Contractor shall engage 02 (two) tricycle with driver for disposal of Garbage or Waste from Plant. The garbage collected shall be disposed of suitably at his on responsibility through an authorized agency.					
21.	ISRPL Complex/ Office Assistance Personnel					

Sl No. Position Nos. Rates Description Exp.



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1 Sr. Assistant 01\* 964/- Graduate + Computer knowledge / professional qualification 1-3 Years Or Equivalent

\* - Mentioned nos. are tentative and may increase or decrease at any point of time including at time initial deployment based on the requirement of the company.

22. The contractor has to provide One Nos. qualified / experienced supervisor for taking care of all documentation and his engaged manpower for the works allotted to him. Supervisor has to ensure the submission of daily report to ISRPL officer-in-charge.

23. The contractor should ensure that all the workers have proper identity card with them during work period.

24. Boarding, Lodging and Fooding in contractor's scope.

25. Work Timing's: General Shift 09.00AM to 05.30 (or intimated from time to time, A-Shift- 06.00Am to 02.00pm, B- Shift 02.00PM to 10.00PM, C-Shift 10.00PM to 06.00PM

26. Penalty: If the contractor is unable to assign manpower for any number of positions listed / approved by ISRPL than number of days the position remained unmanned / absent will be recovered from the Bill of The Contractor at double the rate of the amount he would have incurred in manning that position.

27. Discipline: Worker found unfit on ground of non-performance, indiscipline, misbehaviour, misconduct, absenteeism and or indulging in drinking or any such activity not approved by the Management, will be immediately replaced.

28. Either party can terminate the contract with giving two months' notice in writing with proper justification.

29. Contractor/Firm should have PF & ESI code.

30. ISRPL shall not be liable for any payments, dues, wages and salaries of the employees of contractor. ISRPL shall not in any way be responsible for the debts, liabilities or obligations of contractor and/or contractor employees.

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31. The contractor shall not subcontract any Services under this Agreement to any sub-Contractor without the prior written consent of ISRPL.

**The item covers the following services:**

10 10002121 9,490 MAD  
Housekeeping-Unskilled Manpower

Unskilled Manpower for housekeeping activities at Plant

20 10002122 1,920.0 HR  
Housekeeping\_OverTime\_Unskilled Manpower

Over Time for Extra working hours for unskilled manpower.

30 10002123 5,110 MAD  
Housekeeping-Skilled Manpower

Skilled Manpower for housekeeping activities

40 10002124 816.0 HR  
Housekeeping\_OverTime\_Skilled Manpower

Over Time for Extra working hours for skilled manpower

50 10003155 1,460 MAD  
Housekeeping Semiskilled Manpower

Semiskilled Manpower fopr housekeeping work.

60 10003156 336 H  
Housekeeping OT For Semiskilled

Over Time hours for semiskilled manpower

70 10003157 2,190 MAD  
Housekeeping Highly Skilled Manpower

Highly Skilled Manpower for housekeeping work



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Item	Service	Quantity	UoM	Delivery date
80	10003158 Housekeeping OT For Highy Skilled	336	H	
	Over Time hours For Highy Skilled manpower for housekeeping work			
90	10004221 Sr. Assistant	730	MAD	
	Graduate + Computer knowledge / professional qualification (Exp. 2-6 Years)			
100	10001777 Garbage- Garbage collection & Disposal	24	MON	
	Garbage collection & Disposal. Two tri cycle (Rikshaw) inlcuding driver/opertaor for Garbage collection.			
110	10002777 Garbage- Disposal Reimbursement Charges	24	MON	
	Reimbursement of garbage disposal charges at actual on submission of original bill.			
120	10001778 Garbage - Providing Polybags for drums	24	MON	
	Providing Polybags for drums			

**Validity:**

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

**Submission of offer:**

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

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

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





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

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

### Manager - Materials

Indian Synthetic Rubber Private Limited

### Plant Address:

Opp. IOCL Naptha Cracker Polymer Terminal Gate  
Village Baljattan, Panipat Refinery  
Panipat: 132140, Haryana, India

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

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

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

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

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

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

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## Annexure-V

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

7. PAN Card & Service tax Registration Copy.

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

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

Information of current litigation (if any).

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

Registration under shops and establishment act.

PF and ESI/Workman Compensation Policy.

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

All supporting documents to validate Technical Qualification Sheet attached herein.

8. Stamped and signed copy of this RFQ.

9. Stamped and signed copy of GCC.

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

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

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

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

## 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

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## 7. Format for Price BID / Schedules of Rates (SOR)

## 8. General Condition of Contracts of ISRPL

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

### Terms and Conditions:

#### 1.0-Site Particulars:

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

#### For manpower based contract:

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

#### 2.0-Validity of Offer:

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

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

**It may please be noted that during or after negotiation, contractor cannot increase their rates (i.e. upward revision) wrt to initial quotes rates. In**

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**case of violation, ISRPL reserve the right to forfeit the EMD amount submitted to us along with the offer.**

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

**3.0-Deviations to Tender Stipulations:**

No deviations shall be acceptable on the following tender provisions.

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

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

**4.0-Taxes and Duties:**

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

**5.0-Tax Deduction:**

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

**6.0-Payment Terms:**

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

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

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

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#### **9.0 Idle Labour**

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

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

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

#### **11.0 Dismissal of Workmen :**

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

#### **12.0 Personal Protective Equipment:**

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

#### **13.0 Safety and work permit:**

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

#### **14.0 Safety regulations:**

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

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

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

- a) First Aid Case (FAC) - Rs. 2000 per incident per person
  - b) Medical Treatment case (MTC) - Rs. 4000 per incident per person
  - c) Restricted Work Case (RWC) - Rs. 8000 per incident per person
- For any subsequent recurring issues, the penalty will be doubled for each case.

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

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

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

#### 16.0 Labour Laws & Regulations:

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

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

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

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

#### 16.2 Provident Fund:

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



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

## **17.0-Statutory Documents:**

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

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

### **17.2 Other Documents:**

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

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

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

### **19.0 Insurance Cover for Workmen:**

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

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

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

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## 20.0 Site organization:

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

## 21.0 ISRPL Environment Related Requirements:

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

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

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

### A .MANPOWER REQUISITION:

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

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

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

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

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Maternity Benefit Act 1961 and Haryana Rules 1967  
Equal Emolument Act 1976  
Haryana Labour Welfare Fund Rules 1966  
Payment of Bonus Act 1965 and rules 1975

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

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

### S.N. Particulars

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

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

### 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

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

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

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

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be given 01 days leave with wages.

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

**7. PAYMENT OF WAGES, BONUS & GRATUITY**

\* 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. #



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

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

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

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

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

Haryana Labour Welfare fund submission receipt.

Annual statement for availed/paid leaves

Bonus paid (Form-C & D)

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

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

Submit PF & inspection report

Full and Final Statement of the worker

Certificate of Completion Form VI-A under CLA

No dues clearance certificate.

Request for cancellation of Gate pass issued

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

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

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.

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

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

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

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

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

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

Please acknowledge receipt of this enquiry and confirm your participation.

Thanking you,

**For INDIAN SYNTHETIC RUBBER PRIVATE LTD.**

**Manager - Materials**