



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 Styrene Quality Quantity / Supervision Vendor Address: X . 000000 Contact Person: Phone: Email: Vendor GST No.:	RFQ No: 4100016850 RFQ Date: 27.10.2021 PR No.: 2000001751 Purchase Group: Service Contact Person: Sachin Verma 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 : 09.11.2021 **Time :** 1300 Hrs

Subject: RFQ for Styrene Quality & Quantity / Supervision for ISRPL Panipat Haryana Site.

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	Styrene Quality & Quantity / Supervision	1	Activ.unit	01.01.2022

Ship/ Vessel Unloading Supervision: Ullage Survey :Quality & Quantity Vessel / Storage Tank: Tanker Loading @ Storage Tank / (Kandla port & Hazira port)"

Pre-qualification criteria for Bidders

The Service Provider must possess the following qualification to participate tender / contract.



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Qualification

- 1.The vendor must have NABL approved (ASTM standard) lab for Styrene monomer testing in either Gujarat or Mumbai.
- 2.The vendor must have licences issued by Insurance Regulatory and Development Authority of India (IRDAI) to act as surveyor and loss assessor.
3. The vendor must have ISO certification.
- 4.The vendor should have the office either Kandla, Hazria and Mundra based on ISRPL requirement and its branch office at both the port Kandla and Hazira . In case there is no office at Kandla / Hazria/ Mundra, vendor has to establish the offices, before commencement of the activities in order to fulfil ISRPL Requirements.
- 5.Minimum Experience 5 Years in vessel unloading, supervision, ullage survey, quality and quantity assessments in Kandla / Hazria/ Mundra.

Financial Pre-qualification criteria for Bidders:

- 1- Bidders must have an Average Turnover of at least INR 29 Lacs 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 5.07 Lacs.
or
 - B- Two similar completed works, each costing not less than the amount equal to INR 6.52 Lacs.
or
 - C- One similar completed work costing not less than the amount equal to INR 10.87 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.

OPERATION: (ON BOARD THE SHIP)

- a) To check with the Master/Chief of the Ship the background of the voyage, the previous cargo carried in the vessel's tanks, method of cleaning tanks, inspect certificate of cleanliness issued at the port of loading, Port of loading ullages etc.

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



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Item	Service	Quantity	UoM	Delivery date
b)	Draw composite sample from the ship's tanks prior to commencement of discharge.			
c)	Gauge ship's tanks with the ship's officers and calculate the quantity in the ship's tanks on the basis of calibration tables provided on board prior to commencement of discharge.			
d)	To inspect and certify that the tanks are empty, or otherwise on completion of discharge.			
e)	Initial & Final Draught/ Draft survey initial & final			

AT THE RECEIVING TERMINAL:

- a) To inspect the nominated storage tanks and connected pipelines for cleanliness prior to receiving the product from the ship.
- b) Continuously supervise receipt of the product into the tank from the ship.
- c) Draw samples on completion of receipt and settlement.
- d) Gauge the tanks in conjunction with the customs authorities and certify the quantity received on the basis of the calibration tables provided at the installation
- e) Adding the TBC whenever necessary

Analysis

Analysis of Composite sample of ship / vessel tank before discharge of vessel
,
Analysis of Composite sample of storage /terminal before discharge at terminal or storage tank for material lying at tank / terminal .
and Analysis of Composite sample from Shore tank (after unloading vessel at terminal)

Parameter / Test Method (amended time to time / latest) / Specification

Purity (wt%)/ ASTM D 5135/Mini 99.90
Benzene , mg/kg / ASTM D 5135/ Max 1mg/kg
Ethylbenzene , mg/kg / ASTM D 5135/max 500 mg/kg
Peroxide content , mg/kg as H2O2/ ASTM D 2340/max 100mg / Kg
Aldehydes % wt as Benzaldehyde / ASTM D 2119 / Max 200 PPM
Appearance / ASTM E 2680 / Clear , No Settlements
Color (Pt- Co) /ASTM D 5386/Max 10 Units
Inhibitor Content , Mg / Kg / ASTM D 4590 /10-25
Water PPM /ASTM E 1064/-
Polymer content , Mg / kg / ASTM 2121/-

.Storage Terminal

Weekly testing of material lying at Storage tank/ Terminal (Kandla)
The following parameters along with test method and specification should be



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Item	Service	Quantity	UoM	Delivery date
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done on analysis of material lying at stoarge tank or terminal.
Parameter / Test Method (amended time to time / latest) / Specification

Inhibitor content, (mg kg) / ASTM D 4590 / 10-25
Polymer Content / ASTM D 2121
Peroxide Content , as H2O2 / ASTM D 2340 / Max 100

(SUPERVISION OF DELIVERY : Tanker loading

- a. Inspection of nominated tank Lorries for cleanliness prior to loading.
- b) Please ensure tankers clean and roadworthy to load the styrene and pipelines of tankers are free from moisture , water or anther foreign particles.
- c). Supervise loading of the product, weigh tank Lorries Tankers for tare and & gross weight and certify quantity loaded in each tank lorry Tanker.
- d). Draw samples from tank Lorries Tankers on completion of loading and forward one sealed sample with the tank lorry Tanker driver to ISRPL.
- d. Gauge the storage tank/s at port daily prior to and on completion of delivery and compare and report the for difference to ISRPL, if any.
- e). Seal all openings/valves in the tank lorry tanks Tankers prior to the departure of the tank lorry Tanker from the storage installation with a serially numbered bullet seal (wire seal can be used only on exceptional case when bullet seal cannot be used .) and record the seal numbers on the weighment slip issued to the tank lorry Tanker driver.

Daily updates of through SMS / e-mail regarding the vessel arrival , unloading , loading of tanker , unloading of tanker at plant etc.

The item covers the following services:

10	10003988	600	NO
Tank Truck Loading Supervision 8 hrs			

- a. Inspection of nominated tank lorries for cleanliness prior to loading.
- b)Please ensure tankers clean and roadworthy to load the styrene and pipelines of tankers are free from moisture , water or anther foreign particles.
- c). Supervise loading of the product, weigh tank lorries Tankers for tare and & gross weight and certify quantity loaded in each tank lorryTanker.



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Item	Service	Quantity	UoM	Delivery date
20	10003989 Tank Truck Sampling Charges/Tanker	1,500	NO	
Draw samples from loory tankers on completion of loading and forward one sealed sample with the lorry tanker driver to ISRPL.				
30	10003990 Tank Truck Sealing Charges/Tanker	1,500	NO	
Seal all openings/valves on the lorry tanks Tankers prior to the departure of the lorryTanker from the storage installation with a serially numbered seals prescribed by ISRPL and record the seal numbers on the weighment slip issued to the tank lorryTanker driver				
Bottle seals are to be used for sealing.If the tanker doesn't have the provision for bottle seals you will install Hexagonal seals.				
40	10003991 Sample Retention & Disposal Charges/Tank	1,500	NO	
Sample Retention & Disposal Charges/Tank:Reyention of sample as agreed				
50	10003992 nitial & Final Ullage / Draft (per vsl	30	NO	
Initial & Final Draught/ Draft survey initial & final of the vessel				
60	10003993 Quality/sampletesting per testing weekly	130	NO	
Quality/sampletesting per testing weekly basis for material stored on nominated tank				
70	10003995 Analysis (ship,storage tank before& afte	70	NO	
Analysis Analysis of Composite sample of ship / vessel tank before discharge of vessel , Analysis of Composite sample of storage /terminal before discharge at terminal or stoarge tank for material lying at tank / terminal . and Analysis of Composite sample from Shore tank (after unloading vessel at terminal) Parameter / Test Method (amended time to time / latest) / Specification				

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Purity (wt%)/ ASTM D 5135/Mini 99.90
Benzene , mg/kg / ASTM D 5135/ Max 1mg/kg
Ethylbenzene , mg/kg / ASTM D 5135/max 500 mg/kg
Peroxide content , mg/kg as H2O2/ ASTM D 2340/max 100mg / Kg
Aldehydes % wt as Benzaldehyde / ASTM D 2119 / Max 200 PPM
Apprearncce / ASTM E 2680 / Clear , No Settlements
Color (Pt- Co) /ASTM D 5386/Max 10 Units
Inhibitor Content , Mg / Kg / ASTM D 4590 /10-25
Water PPM /ASTM E 1064/-
Polymer content , Mg / kg / ASTM 2121/-

Parameter / Test Method (amended time to time / latest) / Specification as
ISRPL .

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/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 offer1@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.

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.



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Manager - Materials

Indian Synthetic Rubber Private Limited

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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, ISRPPL 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.

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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. 1 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

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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 contact 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 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

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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.

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 :

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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:

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

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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 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.



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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 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

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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

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

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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.
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



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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 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.

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* 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 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

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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.

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.

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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