

Indian Synthetic Rubber Private Limited (JV of Indian Oil Corp. Ltd- India & TSRC Corp.-Taiwan)

<u>RFQ/Tender for Engineering, Procurement, Construction, Commissioning</u> (EPC) & (O&M) for two years for the 516KWp roof top Solar PV Project (Ref <u>No:2000002297)</u>

Dear Sir,

With reference to the above subject we would like to introduce Indian Synthetic Rubber Private Limited (ISRPL).

Indian Synthetic Rubber Private Limited a joint venture company of Indian Oil Corporation Limited – India & TSRC Corporation – Taiwan has a state of the art Emulsion Styrene Butadiene Rubber plant in Panipat, Haryana, India beside Panipat Naphtha Cracker Plant (PNCP). The plant is first of its kind in India for production of 120,000 TPA of SBR. It has major applications in automotive tyre industries.

Located close to IOCL's Naphtha Cracker Plant at Panipat (PNCP), the E-SBR Plant of Indian Synthetic Rubber Private Limited (formerly known as Indian Synthetic Rubber Limited) is approximately 125 kms from New Delhi, India's National Capital. It is also well-connected to other parts of the country via the National Highway and the Northern Railways. ISRPL has its Corporate Office at Noida.

ISRPL (formerly known as ISRL), imbibes and leverages the values and core competencies of IOCL & TSRC, resulting in an astounding synergy to put forth an unmatched value proposition to its customers and stakeholders.

Bids are invited from the renowned Service provider/Contractor for Engineering, Procurement, Construction, Commissioning (EPC) & (O&M) for two years for the 516KWp roof top Solar PV Project at ISRPL. Following may be noted for compliance of tender/RFQ:

- The bidder shall follow all Instructions mentioned in **Section-I** & will submit documentary evidence wherever applicable. Authenticated scanned copies of all documents are to be submitted along with bid and original documents of above copies are to be produced on demand.
- The successful bidder will be required to enter into Agreement with ISRPL as Special Conditions of Contract **Section-II**.
- The selected vendor has to handle entire implementation of project as per scope of services in **Section-III**. The mentioned scope of work will be fine-tuned with successful Bidder to make it more effective, governing & value added.
- Details of bidder as per List of Annexures I-VI mentioned in **Section-IV** to be submitted, duly signed & stamped by the authorized signatory along with supporting documents wherever required.

Please refer Section-I, Clause no: 1,4 & 5 & Section -IV to submit the Tender Documents.

ISRPL reserves the right to accept the bid in full or in part or reject any or all offers/bids without assigning any reasons whatsoever.

Thanking you, Yours Faithfully, For Indian Synthetic Rubber Pvt Ltd.

Varinder Kumar Manager- (Materials) Invitation of proposal for the Engineering, Procurement, Construction, Commissioning (EPC) & (O&M) for two years for the 516KWp roof top Solar PV Project at ISRPL, Panipat.

INTRODUCTION AND INVITATION

Indian Synthetic Rubber Private Limited a joint venture company of Indian Oil Corporation Limited – India & TSRC Corporation – Taiwan has a state of the art Emulsion Styrene Butadiene Rubber plant in Panipat, Haryana, India beside Panipat Naphtha Cracker Plant (PNCP).

1.	Title of the ISRPL Tender	:	Engagement of Service provider for Engineering, Procurement, Construction, Commissioning (EPC) & (O&M) for two years for the 516KWp roof top Solar PV Project at ISRPL				
2.	Tender No. & Date	•	2000002297 & 07-06-2024				
3.	3. Scheduled dates of Tendering :						
i)	Publishing/RFQ Floating Date		10-06-2024				
ii)	Bid submission date		24-06-2024, 13:00 HOURS				
	Bidders Presentation to ISRPL Management		Time slots for Individual bidders will be notified individually by ISRPL, if required.				
4.	Scope of Work	:	Detailed in SECTION-III : Particulars				
	Designation, Address of the tendering authority/Communication	:	Manager (Contract Cell) Indian Synthetic Rubber Private Limited, Opp. Naptha Cracker Polymer Terminal Gate,Bal jattan Village, Panipat Refinery (PO),Panipat - 132140,Haryana,India Landline: +91 – (0)180 – 252 9146 Mobile: +91 – 7087026202 (Email ID: Varinder.Kumar@isrpl.co.in)				

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SECTION —I: INSTRUCTION TO THE BIDDER

1. PRE QUALIFICATION CRITERIA (PQC)

- 1. Bidders must have an Average Turnover of at least INR 4.66 Crs during last 3 financial years.
- 2. Bidders must have experience of having successfully carried out and completed similar work during last 3 financial years ending last day of the month previous to the month in which bids are invited, of which experience should be any one of the following
 - a) Three similar completed works, each costing not less than the amount equal to INR 81.5 Lacs.

or

b) Two similar completed works, each costing not less than the amount equal to INR 105 Lacs.

or

- c) One similar completed work costing not less than the amount equal to INR 175 Lacs.
- 3. The Vendor must have a positive Net Worth for the last three financial years (Audited Annual accounts statements are required to be submitted).
- 4. The Vendor's business should not be into continuous cash losses for last three financial years.
- 5. Bidder must fulfil following technical criteria:
- The Bidder should have installed and commissioned solar photovoltaic power project (s) of at least 5 MWp capacity (on an aggregate basis of roof top & ground mounted) as a developer of the project or an EPC provider, which should have been commissioned within the last 36 months prior to the Bid Submission date.
- The list of projects commissioned within the last 36 months prior to Bid submission date, along with a copy of the Commissioning certificate and Work order / Contract / Agreement/ from the Client/project owner shall be submitted in support of this Clause.
- As evidence of his experiences, the Bidder shall include: Minimum one (01) no. of completion certificate of min. 500 KWp rooftop solar project from the end users.
- Minimum two (02) nos. of completion certificates of minimum 300 KWp rooftop solar power project from the end users. The end user shall be industrial consumer/commercial/metro or any one from the smart city. Note:
- JV/Consortium bids will not be accepted (i.e. Qualification on the strength of the JV partners/Consortium Members will not be accepted)

In case of supported documentary evidences are not received along with bid as per Pre qualification criteria, Bid will be rejected.

The Bidder shall fulfil the said **Qualifying Requirements** satisfactorily as stipulated hereinabove and submit documentary evidences as applicable. Authenticated scanned copies of all documents are to be submitted along with bid and original documents of above copies are to be produced on demand.

2.COST OF BIDDING

The bidder shall bear all costs associated with the preparation and delivery of its bid at designated e-mail id as mentioned in Section I clause 4, SUBMISSION OF TENDER DOCUMENTS. Bidder has to take care that bids are sent on the designated id only. The bidder will be responsible for any loss of confidentiality if the bids are sent at an email

address other than notified in the tender or through any other means. ISRPL will in no case be responsible or liable for those costs regardless of the outcome of the bidding process.

3. THE BIDDING DOCUMENTS

3.1 UNDERSTANDING OF THE BIDDING DOCUMENTS

3.1.1 ISRPL is not responsible for the completeness of the Bidding Document and its addenda/amendments, if they were not obtained directly from the source stated by the ISRPL in the Invitation for Bids.

3.1.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the Bidding documents in every respect may result in the rejection of the Bid.

3.2 CLARIFICATION OF THE BIDDING DOCUMENT

3.2.1 Bidder shall examine the Bidding Document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, the bidder has to submit the related queries through Purchase Manager's email ID (varinder.kumar@isrpl.co.in) with copy to Head Materials (lalit.sharma@isrpl.co.in) till 12:00 HOURS of 13.06.2024. After this schedule, no queries shall be entertained.

3.2.2 ISRPL will assume no responsibility for any understanding or representations concerning conditions made by any of its Officers or Agents prior to award of the Contract. No claim whatsoever for adjustment to the contract awarded under the specification and documents mentioned hereunder will be entertained by ISRPL neither any change in the time schedule of the Contract nor any adjustments arising thereof shall be permitted by ISRPL, which arises out of lack of such clear knowledge or its effect on the execution of the Contract on the part of the Bidder. Any failure by the Bidder to comply with the aforesaid shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance of the contract. ISRPL will not be held accountable for any wrong interpretations of the tender documents after award of contract and should seek ISRPL clarification incase of any doubts or queries prior to award of contract.

3.3 AMENDMENT OF BIDDING DOCUMENTS

3.3.1 At any time prior to the deadline for submission of bids, ISRPL may, for any reason whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the Bidding document by issuing addenda/Amendments.

3.3.2 The amendment/addenda shall be part of the Bidding documents, and will be notified through mail to all prospective bidders and shall be binding on them. The Bidders will be required to acknowledge receipt of any such amendment to the Bidding documents only by submitting the amendment/addenda duly signed and sealed.

3.3.3 In order to provide time to prospective Bidders to take into account such amendment in preparing their bids, ISRPL may or may not, at its sole discretion, extend the deadline for the submission of Bids.

3.3.4 Owner shall in no way responsible if the bidder fails to take notice or act in accordance to the addenda/Amendments issued time to time.

3.3.5 ISRPL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding documents, in which case all rights and obligations of ISRPL and

bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

4. SUBMISSION OF TENDER DOCUMENTS

The offers shall be submitted under one part bidding system.

Submission of offer:

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

Part 1 Techno-Commercial/ Un-priced bid: Techno-Commercial Un-priced bid either to be sent in email to undersigned (**varinder.kumar@isrpl.co.in**) or by post / hand in a separate envelope. **Part 2** Priced bid: Priced bid (as per annexure -VI) either to be sent in email to **offer@isrpl.co.in** without marking copy of the mail to anyone or by post / hand in a separate envelope clearly super scribing on top of envelope "PRICE PART - DO NOT OPEN" to the undersigned only. Priced bid shall contain all the details together with the price. Priced bid should be on company's official letterhead, duly signed by the competent authority and company's official seal affixed on all pages. No condition or stipulation shall be taken in this part. The Bidder should quote in words and figures and also to work out the total amount of the RFQ/tender.

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

the bottom left hand corner of all sealed envelopes. Bid shall be submitted to the following address.

Manager – Materials Indian Synthetic Rubber Private Limited Plant Address: Opp. IOCL Naptha Cracker Polymer Terminal Gate Village Baljattan, Panipat Refinery Panipat: 132140, Haryana, India

Earnest Money Deposit/ Bid Security: 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/RTGS. Demand Draft or Pay Order shall be made in favour of "Indian Synthetic Rubber Private Limited" payable at Panipat. EMD of unsuccessful bidders will be returned upon award of Contract. However EMD of the successful Bidder will be returned upon the Bidder executing the Contract, and furnishing the Security Deposit as specified in the General Conditions of Contract.

5. DOCUMENTS: TECHNO COMMERCIAL BID

The bid and other supporting documents, printed literature submitted by the bidders should be in only English language along with bid security/EMD of INR 2 Lacs. Bid in any other language is liable to be rejected.

No alteration in the Bid or any addition by way of special stipulation will be permitted. Any Bid which is incomplete, ambiguous, or not in compliance with the Bid Document is liable to be rejected.

Documents to be submitted to fulfil the technical/financial evaluation criteria as mentioned in Tender Documents (Technical bid evaluation methodology)

i)Partnership Deed/MOA/Trade License/Company Registration Certificate any other statutory document as required.

ii) Declaration as per annexure —II (Section IV) towards acceptance of the NIT, GCC, SCC, scope of work and other information submitted by ISRPL regarding this NIT and an undertaking that the agency has no adverse record or defaulter of statutory liabilities and as an undertaking letter that they are not blacklisted/debarred in any organization during the last 3 (three) years from the date of tender: Duly signed and sealed by authorized signatory and submit it.

iii) PAN Card

iv) GST Registration Certificate with latest challan submitted

v)Provident Fund Registration (Copies to be furnished)

vi) Audited Balance Sheet and Profit & Loss statement -2 Pages only (duly certified by Chartered Accountant with sign and seal) for FY 2020-21, FY 2021-22 & FY 2022-23.

vii)Annexure-III duly filled up supported by all the credentials.

viii) Bidder information sheet as per Annexure-I furnishing name, residential address, phone no, e-mail address and place of business of person (s) authorized to sign the tender with signature of appropriate authority with designation and seal of the Company.

Authenticated scanned copies of all documents are to be submitted over email lds as mentioned above and original documents of above copies are to be produced on demand.

N.B.: ISRPL reserves the right to reject any bid if any or all of these certificates have not been submitted or if the certificate from statutory authorities indicating exemption or non-applicability with regard to any as above has not been submitted. ISRPL reserves the right to withdraw or quash the tender without giving any reason or to any tender or all tenders received at its discretion without assigning any reason whatsoever.

6. CONDITIONAL AND INCOMPLETE TENDER

a)Conditional and incomplete tenders are liable to summary rejection.

b)The entire offer to be submitted by the bidder should be unconditional. Any information, assumption, statement mentioned in the bid document shall be treated as a condition and as such a deviation from the tender norms stipulated in the tender documents. Bidders are, therefore, requested to thoroughly scrutinize the entire tender document and seek clarifications if required before submission of tender.

c) If any bidder fails to produce any original hard copies of the documents on demand of the ISRPL within a specified time frame or if any deviation is detected in tender documents, it may be treated as submission of false documents & rejection of bid by ISRPL.

d)All the documents will have to be attested by the bidder with official seal of the agency / company and digitally signed.

e)The Corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The corporation reserves the right to accept or to reject any or all the tenders.

f) The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he can submit his query within the date stipulated in the Tender Documents for further clarification. Any query for clarification in the above respect after the submission of bid shall not be entertained. After receipt of such interpretation or clarification the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form an integral Step of the tender documents and must accompany the bid. The agency has to submit written clarification and information if any, verbal clarification and information shall not be accepted.

g)All the expenses, incidental to the submission of the tender, discussion, conferences, if any, shall be borne by the bidder irrespective of whether the tender is accepted or not and the ISRPL shall bear no liability whatsoever.

h)The tender documents submitted by a bidder shall become the property of The ISRPL after opening of the tender and ISRPL shall have no obligation to return the same to the Bidder for any reason whatsoever.

7. OPENING & EVALUATION OF BID

- 7.1 Opening of Techno Commercial Bid along with other important documents
- a) Techno Commercial Bid along with other important documents will be opened by ISRPL.

While evaluation, ISRPL may summon the Bidders and seek clarification / information additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders.

Any attempt by a bidder to influence the Owner in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

7.2 Technical bid evaluation criteria: The documents submitted by the bidder shall be evaluated as per evaluation criteria.

Bidder Evaluation Criteria:

- Compliance with RFQ requirements.
- Demonstrated experience and expertise in providing similar solutions.
- Cost-effectiveness.
- Implementation timeline.
- Submission of RFQ in timely manner along with EMD.
- Proof of Eligibility/qualification criteria.
- Correctness of the bid as per all the terms and conditions.

7.3 ISRPL reserves the right to accept any tender or reject any or all the tenders or cancel/withdraw the invitation for tender without assigning any reason whatsoever. Such decision taken by The ISRPL shall not be subject to raising of question by any bidder and ISRPL shall bear no liability consequent upon such decision and the bidder shall have no claim in this regard against ISRPL.

7.4 Evaluation by ISRPL shall be based on the documents as submitted by the bidder as per the tender clauses. The requirements as stipulated in the tender documents are the minimum ones and ISRPL has the right to ask for any additional information, if necessary, in case the documents submitted by the bidder are found inadequate. ISRPL reserves its right to reject any tender, if the bidder is found not qualified to perform the work satisfactorily. ISRPL reserves the right to reject any tender, at any stage, if the bidder is found to have become qualified by giving incorrect and/or false information.

7.5 Notwithstanding anything stated above or elsewhere, ISRPL reserves the right to assess the capability and capacity of the bidder, should the circumstances warrant such assessment in the overall interest of ISRPL.

8. VALIDITY OF BID

a)Bid shall remain open for acceptance by the Owner for a period of four months from the last date of opening of the Bid. During this period the Bidder shall not withdraw or amend his Bid.

b)Notwithstanding sub-clause (a) above, the Owner may obtain the Bidders consent to extend the validity period of his Bid, as required. The request and response thereto shall be made in writing. A Bidder accepting the request will not be permitted to modify his Bid.

9. ISRPL'S RIGHT TO ACCEPT WHOLE OR PART OF THE TENDER

i) ISRPL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the ISRPL 's action

ii) The OWNER will not be obliged to award the contract to the evaluated bidder obtaining highest marks if the OWNER apprehends that it will not be in the interest of the OWNER or the work to award the contract to the bidder obtaining highest marks.

10 AWARD OF CONTRACT:

i) Vendor, whose bid is accepted by ISRPL, shall be issued Letter of Award (LOA)/Contract/order. The successful bidder shall confirm unconditional acceptance by providing Order Acceptance/returning a signed copy of the LOA/order within 2 days from the date of placement of LOA(Letter of Award)

ii) ISRPL shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidders as regards non-acceptance of their bids.

11. REJECTION OF BID

On submission of any Bid, the corresponding bidder shall have no cause of action or claim against the Owner for rejection of his Bid. The Owner will always be at liberty to reject or accept any Bid at his sole discretion without assigning any reason and any such actions will not be called into question and the bidder shall have no claim in this regard against the Owner.

12. CANCELLATION OF TENDERS

ISRPL may cancel the tender at his discretion without assigning any reasons whatsoever. ISRPL will not be liable for any other expenses incurred by the bidder(s) to participate in the tender.

13. DEVIATIONS:

Any deviation by the bidders to be mentioned in Annexure IV.

********END OF SECTION-I******

Below clauses should be treated as supplementary to Special conditions of contract(6.15) mentioned in section-III (Scope of services).

1. SCOPE OF SERVICES

The scope of the services shall be as provided in section-III of this tender Document.

2. TIME OF COMPLETION

The Successful Bidder for the Project will be required to complete the construction and commissioning of the Project within 4.5(Four and a half months from the effective date of the Project Contract. The contractor has to sign and revert within 72 hours from the date of issue of Contract by the Owner. Bidder should mention the timelines for completion of the project after issuance of order from ISRPL including initial deployment period, detailed engineering and approval of all design documents, Delivery of PV modules & other equipment/materials at site , Mechanical completion of the Project. ISRPL may extend the contract for further such period if the company deems fit.

3 NEGLIGENCE

ISRPL shall be at liberty to take the work wholly or in part out of the scope of vendor and assign the same to other party or parties at the risk, cost and responsibility of the vendor, under the following circumstances:

i)Professional neglect in rendering services within the scope of contract.

ii) Non-compliance to the orders, given in writing by ISRPL to comply with certain provisions of the contract by delaying various inputs and comments, etc.

iii) Non-co-operation on the part of the vendor for expeditious execution of the work by delaying the various inputs and comments etc.

4. BLACKLISTING

Blacklisting of the vendor, in case such situation arises, then the standard policy of ISRPL shall be followed.

5. Payment Terms:

The Owner shall make payment of EPC cost as per following milestones:

- Upon completion of detailed engineering and approval of all design documents: 5% of total Project cost;
- Upon receipt of PV modules at site and acceptance by the Owner: 25% of total Project cost;
- Upon receipt of all equipment at site and acceptance by the Owner: 10% of total Project cost;
- Upon achieve of mechanical completion of the Project and confirmed by the Owner: 25% of total Project cost.

(Definition of Mechanical completion

Mechanical completion of the project will be considered only after the completion of construction and erection activities at site and are certified by CEIG and other statutory approval authorities related to project)

• Upon Provisional Plant Acceptance by the Owner: 35% of total Project cost.

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

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

The Owner shall make payment of O&M cost quarterly.

6. 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. Business Associates Code of Conduct (BACOC):

7.1 PURPOSE -

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

For this purpose, the Company has drawn up this Business Associates Code of Conduct (BACOC) which is applicable to all Business Associates globally.

ISRPL's Business Associates Code of Conduct (BACOC) articulates our expectations from our Business Associates with respect to ethical, compliant and safe conduct of business throughout the course of our business relationship.

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

7.2 SCOPE & APPLICABLITY -

BACOC applies to to all current Business Associates of ISRPL.

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

7.3 UPHOLD BUSINESS INTEGRITY AND ETHICS -

A. Compliance with applicable laws and regulations

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

B. Gifts and Hospitality

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

C. Unfair Practices/ Anti-Competitive Practices

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

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

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

7.4 CONFLICT OF INTEREST -

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

7.5 LABOUR CONDUCT & EMPLOYMENT PRACTICES -

A. Child Labour

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

B. Forced Labour

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

C. Working Standards

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

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

E. Workplace Environment & Occupational Health and Safety

The Business Associates shall provide employees & workers safe and healthy working conditions. As a minimum, potable drinking water, adequate sanitation, fire exits and essential safety equipment,

access to emergency medical care, and equipped work stations must be provided. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable laws & regulations.

7.6 ENVIRONMENTAL RESPONSIBILITY -

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

7.7 THIRD PARTY REPRESENTATION -

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

7.8 PROTECTING COMPANY ASSETS -

The assets of ISRPL shall not be misused; they shall be employed primarily and judiciously for the purpose of conducting the business for which they are duly authorized. These include tangible assets such as equipment and machinery, systems, facilities,

materials and resources, as well as intangible assets such as proprietary information, intellectual property, and relationships with value-chain partners of ISRPL.

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

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

7.10 CONFIDENTIALITY & DATA PROTECTION

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

7.11 SOCIAL MEDIA -

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

threatening, abusive or malicious content about ISRPL and / or its Shareholders, Promoters, Directors, Officers or Employees.

7.12 COMMUNICATION & COMPLIANCE -

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

7.13 MONITORING

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

7.14 VIOLATION OF CODE -

The Business Associates shall promptly disclose to ISRPL any actual or suspected incidents of violations of this Code, whether by any of its own employees, in good faith, and on a confidential basis on the email id, i.e. amit.vohra@isrpl.co.in. Further, all Business Associates shall cooperate and shall provide assistance to ISRPL in conducting inquiries, investigations into any past or current incidents or activities that could potentially be in violation of this Code.

It is important that all suspected violations, including retaliation are reported. Retaliation includes adverse actions, harassment, or discrimination on a professional front relating to

your reporting of a suspected violation. ISRPL will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of the BACOC. ISRPL is committed to fairly assess all the issues raised and provide resolution.

7.15 IMPLICATIONS FOR NON-COMPLIANCE -

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

- Demand corrective measures

- Terminate an agreement with any Business Associates who does not comply with the Code.

- Take suitable action including appropriate legal action at the sole discretion of ISRPL.

8. Security deposit:

For faithful execution of this Contract, an interest free Security Deposit of 10% of contract value shall be deposited by you within 14 days from the date of issuance of order/contract in the form of bank guarantee.

9. GENERAL CONDITIONS OF CONTRACT

All other terms and conditions shall be as per General Conditions of Contract attached as Annexure V. In case of any discrepancies between the stipulations in General Conditions of the Contract (GCC) and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated hereinabove while balance portion of respective clauses of GCC shall continue to be applicable.

********END OF SECTION-II ******

SECTION —III PARTICULARS

1. SCOPE OF SERVICES/WORK

Please refer attached PDF document having Scope of services (Section III)

*********END OF SECTION-III ******

SECTION-IV : ANNEXURES

Bidders are requested to kindly provide details as per below mentioned Annexures (I-V) attached herewith:

1.0	Proposal No. and Date			
2	Validity of offer from date of opening of bid			
3.0	Name and Communication Details			
3.1	Full legal name of Prime Bidder			
3.2	Registered Office details			
а	Address			
b	Contact Telephone Nos.			
С	Email ID			
d	Fax. Nos.			
е	Person to be contacted			
3.3	office details			
а	Address			
b	Contact Telephone Nos.			
С	Email ID			
d	Fax. Nos			
е	Person to be contacted			
4.0	Nature/status of candidate firm (whether sole Proprietary/ Partnership)/Private Limited/ Public Limited/Public sector)			
4.1	Type of organization and its legal entity			
а	In case of individual: Give his full name, address, place and nature of business.			
b	In case of partnership firm: Give the names of all the partners and their addresses.			
С	In case of companies: Give date and place of registration including date of commencement certificate in case of public companies.			
5.0	Names of Responsible persons and their designation: (for handling all aspects of this tender/order)			

ANNEXURE II: DECLARATION

A. ------ on behalf of ------ (name of the company / partnership firm) ------ I, ------ do hereby declare that I have gone through all the provisions of NIT No. ------ dated ----- (including subsequent Addenda/ Corrigenda and other documents) and clearly understood the implications of all those provisions and submitting my / our bid adhering all the provisions of said NIT (including subsequent Addenda/ Corrigenda and other documents).

and address of the bidder) do hereby declare that no additions/ deletions/ corrections have been made in the downloaded/ supplied tender document and the tender document submitted by M/s. ______(name of the bidder) is identical to the one appearing in the procuring entity"s portal/supplied by the procuring entity. I, hereby, further declare that all the above information declared hereinabove, are true to the best of my knowledge and in the event any of the above information at a later stage, is found to be false, by the Procuring Entity, the Procuring Entity shall be at liberty to take any action as deemed fit at my/ our sole risk and cost.

Signature of Bidder / Authorised representative Seal of the Company

ANNEXURE —III: EXPERIENCE AND PAST PERFORMANCE

Sr.No.	Client/ Contact details of the client	Contract period (From mmm-yy to mmm-yy)	Contract Value INR	Supporting documents, where all the details as per column 2,3,4 are provided for evaluation purpose (LOA/ Order copy / final signed contract Document etc.)
1	2	3	4	5

* With this annexure —III submit a declaration on the bidder firms years of experience in total in the field of Insurance Broking.

the field of Insurance Broking. *(Fill up the annexure —III in chronological order) Signature of Bidder / Authorised representative Seal of the Company

DETAILS OF DEVIATIONS FROM ISRPL REQUIREMENTS MENTIONED IN TENDER DOCUEMENTS

NAME OF THE WORK : TENDER NO. : NAME OF THE BIDDER :

Bidder should furnish information strictly as per the format

CLAUSE & ISRL REQUIREMENT		DEVIATION		
		Stamp & Signature of Bidder		