

Special Conditions of Contract (SCC)

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

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

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

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

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

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

3. Details of present commitment of the bidders as per RFQ Annexure-III

4. List of Tools, Tackles, Equipment's required to perform this work & presently available with as per RFQ Annexure-IV

5. Statements of audited accounts for the last three (3) years as per RFQ Annexure-V

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

7. PAN Card & Service tax Registration Copy.

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

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

Information of current litigation (if any).

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

Registration under shops and establishment act.

PF and ESI/Workman Compensation Policy.

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

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

Special Conditions of Contract (SCC)

shall be accepted in the form of pay order or Demand Draft or BG (format enclosed). Demand Draft or Pay Order shall be made in favour of "Indian Synthetic Rubber Private Limited" payable at Panipat. EMD of unsuccessful bidders will be returned upon award of Contract. However, EMD of the successful Bidder will be returned upon the Bidder executing the Contract, and furnishing the Security Deposit as specified in the General Conditions of Contract.

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

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

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

Enclosures:

1. Annexure I - Records of Bidder
2. Annexure II - Details of Similar Jobs Executed
3. Annexure III - Present Commitments of Bidder
4. Annexure IV - Details of Tools and Tackles
5. Annexure V - Statement of Audited Accounts of Last Three Years
6. Annexure VI - Deviations if any
7. Format for Price BID / Schedules of Rates (SOR)
8. General Condition of Contracts of ISRPL

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

Terms and Conditions:

1.0-Site Particulars:

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

For manpower based contract:

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

2.0-Validity of Offer:

Offers shall remain valid for acceptance for four Months from the last date of submission of

Special Conditions of Contract (SCC)

offers, and if accepted, shall remain valid till completion of work. During the validity of the bid, Bidder shall not modify his bid in any way, unless requested by owner in writing. If required, owner may request for extension of validity. ISRPL also reserve its right not to accept the lowest bidder if in its opinion this would not be in the interests of the purchase.

2.1-Price Negotiation: Negotiations will not be conducted with the bidders as a matter of routine. However, Company reserves the right to conduct negotiations. ISRPL reserves the right to accept the bids as it is or negotiate with one or all vendors keeping ISRPL's best interest in mind and depending on – i) Number of bidders who are qualified as per TQC and FQC; ii) Opportunity in improved competitiveness based on reasonability and relative position in price bids; iii) workability of quoted prices; and any other consideration relevant to the contract.

It may please be noted that during or after negotiation, contractor cannot increase their rates (i.e. upward revision) wrt to initial quotes rates. In case of violation, ISRPL reserve the right to forfeit the EMD amount submitted to us along with the offer.

2.2-Price Bid Conditions

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

2. Other Commercial Terms:

- * Freight components: When vendor does not mention freight component , the same shall be considered as "nil".
- * Taxes & Duties : When vendor does not mention Taxes & Duties, the same shall be considered as Borne by vendor .
- * Inspection charges : When vendor does not quote inspection charges in spite of having been stipulated in the tender document to indicate inspection charges, the same shall be considered as "nil".
- * Component/spares/ accessory: If a vendor doesn't quote for some component/spares/ accessory specifically indicated in the tender for consideration along with equipment, the same shall be considered "free supply" .
- * Performance Bank Guarantee: In case bidder does not agree to submit PBG as per tender requirement, their offer will be loaded with 10% of their basis cost of material. In case PBG is agreed for less than 10%, loading shall be for the differential.
- * Any condition taken by the tenderers having impact of contingencies e.g. interpretation of tax laws and/ or imposition of new levies etc. should be separately mentioned in Priced Bid.

3.0-Deviations to Tender Stipulations:

No deviations shall be acceptable on the following tender provisions.

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

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

4.0-Taxes and Duties:

The prices shall be exclusive of GST but inclusive of all applicable statutory taxes & duties and will be remains firm & fixed for entire period of contract. GST will be paid extra at actual within the contractual delivery date. Any increase in the rates of GST beyond the contractual

Special Conditions of Contract (SCC)

completion date or approved extended contractual completion time will be borne by ISRPL to the extent ITC documents passed on to ISRPL and ISRPL is in a position to get the ITC claim from the TAX authorities. However, the benefit of any reduction must be passed on to ISRPL. Vendor must provide all the information required for availing the GST credit to the buyer promptly, in case of failure to provide the information and resulting in loss of GST credit to the buyer, the vendor will reimburse the GST amount along with applicable interest & penalty to the buyer.

5.0-Tax Deduction:

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

6.0-Payment Terms:

Payment shall be made monthly RA bills by crossed cheque (A/c Payee) within 60 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. In case of different payment terms, suitable loading will be done as per ISRPL Norms.

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

7.0 Splitting of Order: ISRPL reserves the right to split the procurement quantity between two or more suppliers, in any proportion at its sole discretion with maximum share to L1.

8.0 Price Reduction schedule for delayed Job completion:

The date of Job completion as stipulated above shall be deemed to be the essence of the agreement. For any delay in Job Completion or part thereof beyond the Job completion date stipulated, the vendor shall be liable to pay compensation @0.5%contract value per week of delay subject to a maximum of 5% of the contract value.

9.0 Idle Labour

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

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

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

11.0 Dismissal of Workmen:

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

12.0 Personal Protective Equipment:

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

13.0 Safety and work permit:

Contractor shall have to strictly adhere to all the safety rules of ISRPL and always work with

Special Conditions of Contract (SCC)

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 site will issue a penalty slip to the contractor representative at site with a copy to Team Leaders and Finance dept.
6. Contractor representative will have to sign in the penalty slip.

Penalty for violating safety rules & procedures:-

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

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

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

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

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

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

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

Special Conditions of Contract (SCC)

paid by the vendor to the affected person / his family members in presence of Head – HR & Admin /Engineer-in-charge as per Workmen Compensation Act.

16.0 Labour Laws & Regulations:

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

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

16.1 Contract Labour (Regulation & Abolition) Act 1970:

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

16.2 Provident Fund:

The provisions of the EPF & MP Act, 1952 and rules/Scheme framed there under shall be applicable to the eligible contractor and his eligible employees to be engaged for this job. The contractor shall furnish the code no. allotted by RPFC Authority to the Engineer -in-charge. For this purpose, the contractor is liable to submit copy of each wage sheet & challan showing PF deposit with each bill to the Engineer-in-charge duly signed. Upon failure of the contractor to do so the ISRPL shall be entitled to deduct applicable labour emoluments as Indemnity amount and shall be released only upon submission of related documents as proof of PF compliance in respect of the employees to be engaged by contractor for this job.

16.3 ESI Scheme:

Contractor shall also comply with the provisions of the ESI ACT, 1948 and Rules framed there under in respect of your workers to be engaged for this job you shall obtain ESI Code No. from the local ESI Authorities for the said purpose and furnish the Code No. allotted by ESI authorities to the Engineer-in-charge before starting the job.

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

Special Conditions of Contract (SCC)

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 Environment / Sustainability / PESO / OISD /Government Safety Related

Regulations: Supplier has to follow all the Environment / PESO / OISD / Government Safety / Statutory related rules and regulations amended from time to time. The supplier has to meet the requirements of ISO 14000 and ISO 45001 etc.

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.

The Supplier must review and report to the Customer on further opportunities to improve environmental sustainability outcomes and increase use of Recycled Content over the term of the Contract as opportunities arise and at regular intervals.

- a. Set and publicly commit to net-zero value chain greenhouse gas (GHG) emissions aligned with Indian Govt. / SBTi guidelines.
- b. Suppliers are encouraged to have their science-based targets verified by SBTi.
- c. Set a goal to operate at 100% renewable electricity and declare the targeted timeline.
- d. Set a goal to operate at 100% renewable energy and declare the targeted timeline.
- e. Work with your supply base to establish climate targets to reduce GHG emissions coming from your supply chain.

22.0 STATUTORY & HR COMPLIANCES TO BE FOLLOWED /OBSERVED BY

Special Conditions of Contract (SCC)

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, etc.,) 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 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

Special Conditions of Contract (SCC)

- 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

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.

Special Conditions of Contract (SCC)

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.

* 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. "

Special Conditions of Contract (SCC)

* 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.

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

Special Conditions of Contract (SCC)

no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.

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

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

24.0 Business Associates Code of Conduct (BACOC):

24.1 PURPOSE -

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

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

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

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

24.2 SCOPE & APPLICABILITY -

BACOC applies to all current Business Associates of ISRPL.

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

24.3 UPHOLD BUSINESS INTEGRITY AND ETHICS -

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,

Special Conditions of Contract (SCC)

corruption, embezzlement, extortion, kickbacks, inducements or any other unethical practices.

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

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

24.4 CONFLICT OF INTEREST -

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

24.5 LABOUR CONDUCT & EMPLOYMENT PRACTICES -

A. Child Labour

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

B. Forced Labour

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

C. Working Standards

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

D. Non-Discrimination

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

E. Workplace Environment & Occupational Health and Safety

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

24.6 ENVIRONMENTAL RESPONSIBILITY -

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

Special Conditions of Contract (SCC)

The Business Associate shall endeavour to offset the effect of climate change in its activities.

24.7 THIRD PARTY REPRESENTATION -

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

24.8 PROTECTING COMPANY ASSETS -

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

24.9 DISCLOSURE OBLIGATION ON COMMENCEMENT OF INSOLVENCY, BANKRUPTCY, WINDING UP AND/OR LIQUIDATION OR DISSOLUTION PROCEEDINGS
The Business Associates shall inform/communicate to ISRPL, immediately, in writing, either by registered post/Telefax/email or any other mode of written communication, in case any type of Insolvency, Bankruptcy, Winding Up And/ Or Liquidation or Dissolution Proceedings are commenced against the Business Associates of the Company.

24.10 CONFIDENTIALITY & DATA PROTECTION

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

24.11 SOCIAL MEDIA -

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

24.12 COMMUNICATION & COMPLIANCE -

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

Special Conditions of Contract (SCC)

24.13 MONITORING

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

24.14 VIOLATION OF CODE -

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

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

24.15 IMPLICATIONS FOR NON-COMPLIANCE -

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

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

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

25.0 ISRPL Sustainable Procurement Terms & Conditions

In line with our mission of becoming a trusted long-term partner, we at Indian Synthetic Rubber Pvt. Ltd. focus on strengthening our responsible sourcing partnerships. Our Responsible Procurement Policy enables us to mitigate risks and strengthen our relations with the suppliers, customers, and other stakeholder groups.

Our Responsible Procurement Policy is focused on reinforcing our commitment towards sustainable procurement practices across the value chain. We endeavour to create a sustainable society where social, economic, and environmental parameters coexist responsibly.

In alignment with our mission of developing a sustainable value creation model, we adopt a unified approach with our suppliers in accordance with the clauses below

Special Conditions of Contract (SCC)

25.1 Doing business with integrity:

1. We strive to comply with all the laws and regulations within the countries of operation of our suppliers, including those relating to international trade (such as those relating to sanctions, export controls and reporting obligations), data protection and antitrust/competition laws.
2. We prohibit any form of bribery, corruption, extortion or embezzlement. We have enforced adequate procedures to prevent bribery in all commercial dealings undertaken by the supplier.
3. All and any conflict of interest in any business dealings Indian Synthetic Rubber Pvt. Ltd., of which the supplier is aware, will be declared to Indian Synthetic Rubber Pvt. Ltd. to allow the opportunity to take appropriate action.
4. All competitor information is obtained and used legitimately and in compliance with all applicable laws and regulations. No attempt is made to divulge to Indian Synthetic Rubber Pvt. Ltd. any information about its competitors. Indian Synthetic Rubber Pvt. Ltd. confidential information must not be shared with any third party unless permitted by Indian Synthetic Rubber Pvt. Ltd.
5. All business and commercial dealings are transparently performed and accurately recorded in the supplier's books and records. There is no actual or attempted participation in money laundering. No confidential information in the supplier's possession regarding Indian Synthetic Rubber Pvt. Ltd. is used to either engage in or support insider trading.

25.2 Treating workers and employees with dignity:

1. All workers (whether directly employed or not) are provided with means by which to raise their concerns about any of these requirements and processes are in place to ensure that workers who raise concerns and speak up in good faith are protected from retaliation.
2. All workers, both permanent and casual, are provided with employment documents that are freely agreed and which respect their legal and contractual rights.
3. All workers are treated with dignity and respect. Indian Synthetic Rubber Pvt. Ltd. endeavors to prevent any form of discrimination based on race, ethnicity, age, role, gender, gender identity, colour, religion, country of origin, sexual orientation, marital status, pregnancy, dependents, disability, social class, union membership or political views.
4. Under no circumstances will the supplier use forced labour, in the form of compulsory or trafficked, indentured, bonded labour. Human slavery and trafficking in the form of mental or physical coercion is strictly prohibited.
5. All the suppliers are prohibited from employing individuals under the local minimum age for work or mandatory schooling, whichever is higher.
6. All the workers are required to be compensated in fair wages that includes wages, employer's operations. overtime pay, benefits and paid leave which meets or exceeds the legal minimum standards or appropriate prevailing industry standards, whichever is higher, and compensation terms established by legally binding collective bargaining agreements are implemented and adhered to.
7. Workers are not required to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. All overtime work by workers is on a voluntary basis.
8. The rights of workers to freedom of association and collective bargaining are recognize and respected. Workers are not intimidated or harassed in the exercise of their right to join or refrain from joining any organization.
9. All the suppliers are required to provide a healthy and safe workplace to prevent accidents, injury linked to work as a result of employer's operations

Special Conditions of Contract (SCC)

10. All workers are provided with transparent, fair and confidential procedures that result in swift, unbiased and fair resolution of difficulties which may arise as part of their working relationship.

25.3 Protection of environment:

1. All the suppliers are required to adhere and comply with the compliance laws and regulations pertaining to environment
2. The suppliers are encouraged to contribute to the development of a sustainable society through measures such as preserving of biodiversity, reducing waste materials and drainage, conserving resources, recycling, and preventing of pollution, etc.
3. We promote responsible procurement of palm-derived materials and paper, which exacerbate environmental and human rights issues in the countries of origin, based on Sustainable Raw Materials Procurement Guidelines

25.4 Quality and traceability:

1. Suppliers shall provide products and services that satisfy the quality and safety standards set forth in all laws and regulations of the countries and territories in which suppliers conduct their business operations, as well as complying with the contracts entered into with the Indian Synthetic Rubber Pvt. Ltd. and shall strive to grasp the origins of raw materials used for the products.

25.5 Supplier Diversity and Small Business Program

1. Indian Synthetic Rubber Pvt. Ltd. has taken steps to expand its diverse supplier and small business efforts to help close this economic gap within the state Indian Synthetic Rubber Pvt. Ltd. created this plan to ensure certified minority-owned (MBE), disability-owned (DBE), veteran-owned (VBE), disabled veteran-owned (DVBE), lesbian/gay/bisexual/transgender-owned (LGBTBE), and any other business which ownership is held by members of underrepresented groups in their supply chain and small businesses (SB) as well as company owned and operated businesses have the ability to compete in the procurement process and to do business with Indian Synthetic Rubber Pvt. Ltd.
2. The mission is to provide equal access to procurement opportunities for diverse suppliers and small businesses at the organization while assisting in meeting procurement goals. The goal is to provide access to resources and services that promote entrepreneurship, start-up businesses, capacity building and sustainability.

25.6 Monitoring and compliance:

1. Indian Synthetic Rubber Pvt. Ltd. shall monitor supplier's compliance on the standards which may include off-site assessments & on-site audits, use of questionnaires, and review of supplier's information available or any other measure suitable for review of supplier performance.
2. Suppliers also are encouraged to review compliance on periodic basis and designate personnel who shall be responsible for monitoring compliance with regards to supplier code of conduct.

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

Please acknowledge receipt of this enquiry and confirm your participation.

Special Conditions of Contract (SCC)

Thanking you,

For INDIAN SYNTHETIC RUBBER PRIVATE LTD.

Manager – Materials

ANNEXURE A

RFQ Terms & Conditions and Business Associates Code of Conduct Acknowledgement

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

Company Name

Representative

Job Title

Signature

Date