



HPOIL GAS PRIVATE LIMITED
(A Joint Venture of HPCL & OIL)

**PROVIDING EXPERIENCED NON-TECHNICAL MISCELLANEOUS
MANPOWER SERVICES AT DIFFERENT LOCATION OF HPOIL GAS
PVT LTD**

TECHNICAL VOLUME

TENDER NO. HOGPL/2025-26/C&P/039

DATE: 16.02.2026

1. SCOPE OF WORK/SERVICES: -

The Agency shall provide services related to Finance, Administration, CRM and Data & IT as detailed below:

1. Finance and Accounts Services at Site- AKGA
2. Finance and Accounts Services at Site – KGA
3. Administration Services at Site- AKGA
4. Administration Services at Site-KGA
5. Finance Services at HO
6. Accounts Services at HO
7. Administration Services at HO
8. Office Support Services at HO
9. Data & IT Services at HO
10. Store Keeper at Kolhapur

The scope of SERVICES may be increased or decreased by HPOIL at any time in accordance with the provisions of this Contract.

Indicative Qualification and Experience of manpower deployed at Site and HO are mentioned in ANNEXURE-A.

The tentative requirement of services in different categories is indicative only and the actual may vary from time to time.

A) PERFORMANCE OF SERVICES:

AGENCY warrants that the personnel offered by it under the Contract will be qualified, skilled, experienced and capable of doing work/job, mentioned in the contract and as per HPOIL's requirement.

The resources proposed to be deployed by the Agency should possess the requisite qualification and experience to the satisfaction of HPOIL. The contractor shall provide such credentials in proof of the same and obtain necessary permission before deployment.

In case the AGENCY is not in a position to provide resources of suitable expertise from its existing bench / resource-bank, they may augment their talent pool at its own cost to meet the contract obligation. While doing so, the contractor shall select candidates from across the country by posting job advertisements on the Agencies payroll.

If any of the persons deployed is reported to be not up to the mark by HPOIL in respect of his performance/ behaviour/ conduct, the AGENCY shall immediately withdraw him from the office/site of HPOIL where he is deployed and arrange for a suitable replacement immediately so that the work is carried out uninterrupted. No additional payment shall be made to the AGENCY by HPOIL for such replacement of personnel.

In order to meet the job requirement, the persons deployed by the Agency may be required to relocate to other location within the Geographical Area authorized by PNGRB to HPOIL (AKGA and KGA) for carrying out the City Gas Distribution project of HPOIL.

AGENCY shall submit to HPOIL a copy of the appointment letter issued to its personnel for deploying them in HPOIL on contract basis. Agency shall arrange their antecedent verification

from their ex-employer & police at his own cost and also ensure that they are of good conduct for rendering the requisite services and submit the report to HPOIL before their deployment. However, in case of obtaining Police Verification, if there is substantial delay, two references from the respected local persons or headman of village/city who can vouch for the respective employees' character and proof of residence will be accepted. Subsequently, in due course of time, Police Verification Certificate needs to be submitted as stated above.

The requirement is on need basis and shall be intimated from time to time. The period of deployment shall be initially as required by HPOIL from the date of joining duty. This could be further extended/reduced depending upon the requirement of the job. Provided further that the deployment of personnel shall be co-terminus with the completion of the project for which the personnel is deployed on contract basis or on completion of the contract period whichever is earlier.

Unless otherwise specified in the Contract or agreed between the parties, AGENCY shall be solely responsible for and, where applicable, shall provide at its own cost and expense all facilities as may be required for its personnel to perform the SERVICES. Without prejudice to AGENCY's responsibility to ensure that each of its employees satisfies all statutory and other requirements to perform SERVICES assigned by HPOIL. HPOIL will, upon written request, provide such assistance to AGENCY's personnel deployed in HPOIL as may be reasonably required by them for arranging such facilities.

The AGENCY must provide minimum 4 candidates per position for interview. No candidate will be deployed by the AGENCY at the locations except without due approval and authorisation by HPOIL. The manpower deployed by the AGENCY shall be the employees of the AGENCY and at no point of time they shall claim any direct (Temporary/Permanent) employment with HPOIL or its promoter Companies.

It is clearly understood by both the parties that for providing services under this agreement the manpower engaged by the AGENCY shall be the employees of the AGENCY only and not of HPOIL and there shall be no master-servant relationship between HPOIL, and the manpower so engaged by the AGENCY.

All medical treatment or hospitalization of AGENCY's personnel including medical examinations, vaccinations and inoculations shall be provided by AGENCY at its own cost and expense. However, in case of emergencies and depending upon the doctor's certification of the nature of illness, HPOIL may facilitate medical assistance, if available, to the AGENCY's personnel at the cost of the AGENCY.

The AGENCY is required to take at its own cost Group Medical Insurance of maximum Rs.50,000/- (Rupees Fifty Thousand) and Group Personal Accident Insurance of maximum Rs.1,00,000/- (Rupees One Lakh) covering their employee's deployed at Ambala-Kurukshetra GA, Kolhapur GA and Mumbai Head office of HPOIL. AGENCY shall submit copy of the Group Medical Insurance Policy and Group Personal Accident Insurance Policy as a documentary evidence for record purpose (along with list of personnel) at the time of raising 1st invoice and whenever required by HPOIL. The cost of premium incurred by the Agency for purchase of both the above policies shall be reimbursed by HPOIL. The above facility provided by the Agency to their employees shall be over and above the statutory coverage provided to their employees under the provisions of ESIC and Employees Compensation Act.

AGENCY shall have no claim for extra payment nor shall be relieved from its obligation under the Contract as a result of any lack of knowledge as to the nature of the work site, local facilities, labour conditions and practices or similar matters affecting performance of the SERVICES.

If HPOIL so demands in writing, AGENCY shall promptly remove any of its employee for non-performance of services, at AGENCY's own cost, for any kind of delinquency, misbehaviour, poor performance, mismatch in skills required or any other act of commission or omission while on duty or for any other reasonable cause. AGENCY shall, at its own cost, provide acceptable substitutes, if so, requested by HPOIL. If AGENCY desires to remove any of its personnel for any reason whatsoever, he shall do so only with prior consent of HPOIL, at its own cost and only after providing suitable substitute acceptable to HPOIL.

If it is desired to discontinue the SERVICES of any of personnel deployed by the AGENCY in HPOIL, it will be so by giving 30 days' notice on either side or by mutual consent.

If, however, discontinuance of any of AGENCY personnel is considered necessary for reasons of unsatisfactory performance/ misconduct, no notice shall be required. HPOIL may require his replacement by a competent person at the cost of the AGENCY. No payment for travel for going back, etc. shall be payable.

AGENCY shall keep full and detailed accounts and records of costs and charges relating to the Contract.

HPOIL shall have the right to examine during business hours at all places where SERVICES are performed or relevant information is maintained, any document, accounts, records, reports etc., which pertain to SERVICES in order to satisfy itself that:-

- i) The charges made by AGENCY are properly computed in accordance with the provisions of Contract.
- ii) AGENCY has complied with all agreed procedures.

Ensuring that appropriate insurance, as required by law exists for employee's compensation, employer's liability, public liability, motor-vehicle, third party and that adequate cover extending to the risk and events referred to in this clause covering all employees of AGENCY for statutory benefits as set out and required by local law in the area of operation or area in which AGENCY may become legally obliged to pay benefits for bodily injury or death.

HPOIL can incorporate any condition, which is not envisaged here at the time of agreement which can be of sole interest/advantages to HPOIL. Interpretation of terms and conditions of the document as confirmed by HPOIL shall be final and binding on the Agency.

Annexure A

1. Finance & Accounts Service at Site:

- a) Checking of bills/invoices with Purchase Orders (PO)/Work Orders (Contract)-quality, job and value of work done and booking of expenditure in Tally/accounting package before sending to HO for payment.
- b) Checking and accounting entries of GRN in Tally/accounting software with the help of project engineer/Engineer in-charge
- c) Maintaining and reconciliation of all books of accounts in Tally/accounting software related to vendors and contractors' ledgers.
- d) Detail working of Capital work in progress (CWIP) and fixed asset.
- e) All accounting entries in tally/accounting software (to be approved by HO Finance) on daily basis at project level.
- f) Reconciliation of stock of materials-receipts, issues and stock and valuation of stock with the help of site/project engineer and PMC contractor-maintaining the detail.
- g) Preparation of detail working of TDS, GST, and VAT as per invoices/booking for the project with the help of HO-finance.
- h) Providing necessary information to local VAT/CST/TDS/any other authorities/auditor as and when required and completion of monthly/quarterly/half-yearly/yearly return-VAT/CST/TDS with the help of consultant.
- i) CNG/PNG Gas-purchase and sale-checking of gas purchase quantities with JTR and reconciliation of gas purchase, sales and stock reconciliation on fortnightly/monthly basis.
- j) Preparation of fortnightly gas sales invoice to HPCL/others based on the joint certification and sending the same to customer (HPCL) through BTS.
- k) Customer receivables/collections –accounting for domestic/industrial/commercial CNG/PNG and generate monthly reports.
- l) Generation and maintenance of fixed asset register with the help of HO.
- m) Physical verification for fixed asset with the user departments.
- n) To assist project head in preparation of revenue and capital budget of the project and provide monthly/periodic expenditure report.
- o) Maintain other site registers and compliances.
- p) To support marketing team for commercial negotiations and pricing.
- q) To support project C&P process during tendering/job evaluation/budgetary quote and estimation purpose.
- r) Prepare MIS Report for the project head and HO.
- s) Maintenance of necessary record as per Project Finance.

Site F&A Associate deputed by the agency shall be required to fulfil the following eligibility criteria:

- a. **Qualification:** B.Com/M.Com from a recognised Indian institute/University. Additional qualification of CA (Inter)/CMA(Inter) desirable.
- b. **Experience:** Minimum 02 years post qualification experience in hydrocarbon sector preferably in project execution works of Oil & Gas pipeline/CGD Company is desirable.

2. Administration Services at Site:

- a) Maintain all subject files and records as per the written down filing system and process.
- b) Attendance and Leave records of all on-roll and off-roll employees.
- c) Generate attendance and leave reports of employees from attendance recording system software.
- d) Coordinate all activities related to on boarding of new joiners.
- e) Comply with all statutory legislations applicable to the establishment.
- f) Maintain all statutory records and registers under various labour laws applicable to the establishment.
- g) Ensure upkeep and maintenance of all assets in the office premises and maintain asset register.
- h) Coordinate all events, functions and welfare programs organized at sites.
- i) Maintain functionality of all communication hardware and system.
- j) Ensure good housekeeping and upkeep of the office premises.
- k) File returns as per schedule under various statutory legislations applicable to establishment.
- l) Coordinate recruitment process at site of Off Roll Emp's.
- m) Coordinate travel bookings/hotel bookings as per travel itinerary of executives.
- n) Maintain and reconcile petty cash expenses.
- o) Office Stationery procurement and management.
- p) Office Vehicle Management.
- q) Verification of Invoices and bills related to administrative function.

HR & Administration Associate deputed by the AGENCY shall be required to fulfil the following eligibility criteria:

- a. **Qualification:** Any Graduate (BA/BCom/BSc/BBA). Graduation should be from regular and full time from recognized Indian University/Institute. Post Graduate qualification in Management would be preferred.
- b. **Experience:** Minimum 02 years post qualification experience in hydrocarbon sector preferably in project execution works of Oil & Gas pipeline/CGD Company is desirable. Knowledge of local language would be preferable.

3. Finance and Accounts Services at HO:

- a) Checking of bills/invoices with Purchase Orders (PO)/Work Orders (Contract)-quality, job and value of work done and booking of expenditure in Tally/accounting package before sending to HO for payment.
- b) Checking and accounting entries of GRN in Tally/accounting software with the help of project engineer/Engineer in-charge
- c) Maintaining and reconciliation of all books of accounts in Tally/accounting software related to vendors and contractors' ledgers.
- d) Detail working of Capital work in progress (CWIP) and fixed asset.
- e) All accounting entries in tally/accounting software on daily basis.
- f) Preparation of detail working of TDS, GST and VAT as per invoices.
- g) Providing necessary information to VAT/CST/TDS/any other authorities/auditor.
- h) Completion of monthly/quarterly/half-yearly/yearly return-VAT/CST/TDS with the help of consultant.

- i) Generation and maintenance of fixed asset register.
- j) Physical verification for fixed asset with the user departments.
- k) Maintain other registers and compliances.
- l) Prepare MIS Report for HO.
- m) Bank Guarantee Document Management.
- n) Day to day reporting of fund status in Bank Accounts for appropriate action.
- o) Process Periodical Interest and Instalment repayment of Bank loans.
- p) Evolve documentation requirements for arranging LC/BGs.
- q) Assist in closure of accounting.
- r) Coordinate with statutory auditors/CAG Auditors/Other agencies.
- s) Maintain budget, Equity/Cash Flow records.

Finance and Accounts Associate deputed by the AGENCY shall be required to fulfil the following eligibility criteria:

- a. **Qualification:** BCom/MCom from a recognised Indian institute/University. Additional qualification of CA (Inter)/CMA(Inter) preferred.
- b. **Experience:** Minimum 02 years post qualification experience in hydrocarbon sector preferably in project execution works of Oil & Gas pipeline/CGD Company is desirable.

4. Administration services at HO:

- a. Maintain all subject files and records as per the written down filing system and process.
- b. Attendance and Leave records of all on-roll and off-roll employees.
- c. Generate attendance and leave reports of employees from attendance recording system software.
- d. Payroll Management of On Roll Employees.
- e. Update employees' records in ERP.
- f. Coordinate all activities related to onboarding of new joiners.
- g. Ensure upkeep and maintenance of all assets in the office premises and maintain asset register.
- h. Coordinate all events, functions and welfare programs.
- i. Maintain functionality of all communication hardware and system.
- j. Ensure good housekeeping and upkeep of the office premises.
- k. Coordinate recruitment process.
- l. Coordinate travel bookings/hotel bookings as per travel itinerary of executives
- m. Maintain and reconcile petty cash expenses.
- n. Office Stationery procurement and management
- o. Office Vehicle Management.
- p. Verification of Invoices and bills related to administrative function.

HR & Administration Associate Executive deputed by the agency shall be required to fulfil the following eligibility criteria:

- a. **Qualification:** Any Graduate (BA/BCom/BSc/BBA). Graduation should be from regular and full time course recognized Indian University/Institute. Post Graduate qualification in Management would be desired.

- b. **Experience:** Minimum 02 years post qualification experience in hydrocarbon sector preferably in project execution works of Oil & Gas pipeline/CGD Company is desirable. Knowledge of local language would be preferable.

Office Support Services at HO:

- a. Greet, Log and direct all visitors.
- b. Answer phones.
- c. Order, receive a stock for office.
- d. Upkeep and maintenance of the common areas, such as reception area, training/conference room, photocopies.
- e. Process incoming & outgoing mail and packages.
- f. Responsible for general pantry duties, load and unload dishes, prepare tea/coffee, restock refrigerator, restock supplies.
- g. Create, maintain, and update hard copy of files for admin services.
- h. Any other duties as assigned from time to time.
- a. Greet, Log and direct all visitors.
- b. Answer phones
- c. Order, receive a stock office and kitchen supplies.
- d. Upkeep and maintenance of the common areas, such as reception area, training/conference room, photocopying/workstations, kitchen, hallways
- e. Responsible for general pantry duties, load and unload dishes, prepare tea/coffee, restock refrigerator, restock supplies.
- f. Any other duties as assigned from time to time.

Office Facility Coordinator deputed by the agency shall be required to fulfil the following eligibility criteria:

- a. **Qualification:** 10th/12th , Graduation would be desirable.
- b. **Experience:** Minimum 02 years in line experience.

1.1 Data Entry Services at Site

- a. Identify customer complaints received from Control Room, Marketing Department and in the database & link these complaints to the credits lying in suspense a/c.
- b. Handling Calls of Customers and registering their Queries/Complaint in ERP.
- c. Update database of Suspense A/C of Customers.
- d. Identifying Consumer Code wrongly posted on portal & doing necessary corrections.
- e. Handling Customers who are personally approaching for KYC correction/Update.
- f. Forwarding the complaints received to concerned departments and taking follow ups with concerned Departments and O&M Vendors to resolve the issue within SLA.
- g. To prepare MIS reports of Customer Relations Management Team.
- h. Providing acceptance to the Domestic PNG registration forms collected by the Vendors & thoroughly checking the KYC documents & payment documents for verifying the customer details.

- i. Updating & maintaining area wise domestic customer list
- j. Raising bill for O&M Charges i.e. (Removal/Refitting/Alteration/Modification) to PNG Domestic Customers.
- k. Taking care of Messages in WhatsApp & SMS to PNG customers for Billing & Awareness.
- l. The Data Entry operator shall also be required to call and verify the customer details of HOGPL.
- m. Processing name transfer and scheme change requests.
- n. Handling removal/refitting requests.
- o. Processing temporary and permanent disconnection requests.

Note: His authorization in ERP will be to view Complaints & individual customer accounts. However, he will not be allowed to make, delete or post any entry in the ERP. Necessary correction / posting in ERP will be done by Finance employees.

Education Qualification – Graduate

Experience – Minimum 2–3year exp./3 year and above exp. in Data Entry Operations and well-versed with MS excel with basic computer operations. Good communication skill experience in data entry operations (Preferred Local, Hindi & English Language).

1.2 CRM Services at Site:

- a) Scope of work includes providing services for day -to-day dealing with PNG customers.
- b) The Customer Care Executives are expected to visit the customer's houses on Daily basis to clear the Outstanding Amount of Domestic, Commercial & Industrial PNG Bill Payment.:
- c) Receiving and forwarding request for new connection and surrender of connection.
- d) Handling queries / complaints of walk-in PNG customers.
- e) Handling queries / complaints of customer over telephone at Customer Care.
- f) Registering of request / complaints received from Customer through email and sending replies.
- g) Processing of refund for PNG Domestic customers / refund based on advice from Project Department
- h) Keep track of all the pending receivables of Domestic, Commercial & Industrial customers in their area. They shall be required to visit the customer premises or make phone calls to the customers for clearing of the outstanding amount.
- i) Processing of meter reading data of billing.
- j) Processing of joint meter reading for initiation of billing process.
- k) Cash Collection and generation of receipts from walk in Customers post completion of PNG Billing.
- l) Follow up for payment and collection of cheques from DMA Vendors and reconciling same with Finance Dept for PNG Customers.

- m) DPR/JMR entry & billing
- n) Follow up and collection of Domestic, Commercial & Industrial new Registration Form.
- o) Preparation of MIS Report of the Defaulter Customers and follow up with O&M for Temporary and Permanent Disconnection.
- p) Processing of extra pipeline / Scheme Change/Name Transfer/Temporary Disconnection charges.
- q) Deposition of cash in Bank for everyday cash collection for Domestic Customer.

Education Qualification – Graduate/BBA/BCA/Diploma (Compulsory Proficiency in Microsoft Offices) (Preferred Local, Hindi & English Language)

Experience – 0-2 Year Exp.

1.3 Data & IT services at HO:

- a) Preparation of MIS report for Projects and Head Office
- b) Co-ordinating with GA & ERP vendor for resolving any issues
- c) Co-ordinating with IT service provider and maintenance of computer network
- d) Assisting in new developments in ERP system
- e) Co-ordinating with GAs and compiling requirements for PNG customer service in ERP software
- f) Co-ordinating with ERP vendor and checking and ensuring proper implementation of new software.
- g) Checking of bills/invoices with Purchase Order/Work Orders(Contract)- quality, job and value of work done and booking of expenditure in Tally/Accounting package before sending to HO for payment.
- h) CNG/PNG Gas purchase and sale checking of gas purchase quantities with JTR and reconciliation of gas purchase, sales and stock reconciliation on fortnightly/monthly basis.

Education Qualification – B Tech/BE – Computers/Diploma Computers from a recognised university

Experience: Fresher

1.4 CRM Supervision services at Site

- a) Domestic billing of all PNG customers.
- b) Bill generation and billing data validation.
- c) Perform KYC verification of PNG registration documents in ERP and physical records; accept or reject applications as per KYC norms.
- d) Deposit cash and cheques in bank and share details with Head Office.
- e) Track DPR and DMA progress and provide daily status updates.
- f) Handling walk-in customers for complaints and service queries.
- g) Perform KYC verification of PNG registration documents in ERP and physical records; accept or reject applications as per KYC norms.
- h) Update Domestic DPR & Track DMA progress and provide daily status updates.

- i) Reconciliation of online payments All accounts, BBPS & Bill Desk reports (Domestic and commercial bills).
- j) I&C billing support and payment reconciliation.
- k) Cash & Cheque Collection and handover to finance department.
- l) Creating all commissioned domestic customer documents folder.
- m) Handling walk-in customers for complaints and service queries.

Education Qualification - Any Graduate (BA/BCom/BSc/BBA). Graduation should be from regular and full-time course recognized Indian University/Institute.

Experience: 0-2 Year Exp

1.5 Storekeeper services at Site

- a. Inventory Management of HPOIL store.
- b. Receipt and Issuance of Materials to and from store.
- c. Record keeping for inward/outward materials.
- d. To assist Project team for reconciliation of owner scope free issue materials at defined intervals or as per demand of the situation.
- e. Store related documents/ records as required need to be signed with Agency Stamp.
- f. Documentation to be maintained by Storekeeper for the above domain.

Roles of Storekeeper domain as listed above is indicative one. Storekeeper may have to perform activities and related report generations, record keeping beyond what is listed above.

Education Qualification: Full Time Graduate (Any stream) or Diploma in Material Management from recognised institute

Knowledge of basic computer skills (MS Excel, MS Word, MS PowerPoint, etc) is essential.

Experience: Minimum 01 year on the job post qualification experience. Should have experience of managing stores, preferably in CGD industry.

Indicative number for providing above mentioned services is as follows:

S. No	Manpower	Location	Numbers
1	Site Finance & Accounts Associate	Ambala-Kurukshetra	01
2	Site Finance & Accounts Associate	Kolhapur	01
3	Finance Associate	Mumbai	01
4	Accounts Associate	Mumbai	01
5	HR & Administration Associate	Ambala-Kurukshetra	01

6	HR & Administration Associate	Kolhapur	01
7	HR & Administration Associate	Mumbai	01
8	Office Support Coordinator	Mumbai	02
9	Customer Care Executive	Ambala-Kurukshetra	02
10	Customer Care Executive	Kolhapur	04
11	Data Entry Operator	Ambala-Kurukshetra	02
12	Data Entry Operator	Kolhapur	03
13	Data & IT Associate	Mumbai	01
14	CRM Supervisor	Ambala-Kurukshetra	02
15	Storekeeper	Kolhapur	01
Total Requirement			24

B) HOLIDAYS AND WORKING HOURS:

The manpower deployed by the AGENCY shall be required to work on six-day a week work basis. Deployed manpower can avail weekly- off/holidays as applicable for the location. In case of any personnel working on weekly-off/holidays, they can avail corresponding off on any other day, with the consent of AGENCY supervisor and with the consent of EIC, which will be valid for 30 days from generation. The record for the said purpose shall be maintained by the AGENCY and shall make the same available to HPOIL on demand. Other than regular weekly offs, the AGENCY shall arrange at his cost, the leave relief (i.e. replacement) for any other absence/leave of engaged manpower.

Generally, the working hours would be in accordance with those applicable to employees of HPOIL at places where SERVICES of such persons would be utilized, and nature of duty required. However, in case of exigencies of work, the personnel shall have to work beyond normal working time. HPOIL shall not pay any additional compensation for such extended hours of work. Personnel shall always be available on phone and ready to attend to official work at any time round the clock, in case of work exigencies.

C) FIXED EMOLUMENTS:

As mentioned in SOR.

C.1) Annual increase in Basic emoluments: -

Part A (SOR Item No. 1 to 8) - The rates for SOR Item Nos. 1 to 4 shall be applicable for the first year. For the second year, the rates for SOR Item Nos. 5 to 8 shall be applicable. No further escalation shall be provided, subject to satisfactory performance of the Agency personnel in HPOIL in SOR line item.

Part B (SOR Item No. 9 to 21) - The cost of services indicated in SOR Item No. 9 to 21 are in line with Central Min Wage Rate. Any Changes in the Central Min Wage rate will be complied from time to time. Accordingly, amendment to the original PO will be carried out.

An increment is not granted as a matter of right but must be earned through satisfactory performance during the incremental period.

D) PAYMENT FOR LEAVE WAGES: -

- 1) The Contract shall be responsible for maintaining Leave Wages Register. Based on the leave wages record of the contractor's employee, the contract shall be liable to pay leave wages which will be computed at the rate of 1.50 days per calendar month.
- 2) The leaves wages shall be paid on Basic wage rate only. Leaves are to be availed before completion of contract tenure.
- 3) One day leave can be taken in two half day leaves.
- 4) The leave will be granted by the agency after obtaining the consent of EIC.

AGENCY shall provide following services to manpower inducted for deployment/deployed:

1. Issue Appointment letters
2. Joining kit
3. Induction
4. Associate Handbook (Benefits booklet, Claim forms, etc.)
5. Worksite rules and process documents
6. HR contact and escalation process.
7. Create and maintain Employee Master Database.
8. Payroll processing and Benefits administration.
9. Salary slip
10. Reimbursement and claims processing.
11. Record management.
12. Comprehensive Statutory & Regulatory compliance (TDS, LWF, PF, PT, ESI, Bonus etc.)
13. Exit interview and & final settlements.
14. Medical, Accident insurance benefits monitoring.

DEDUCTION AT SOURCE:

I. Owner will release the payment to Contractor after effecting deductions as per applicable law in force.

II. Owner will release the payment to contractor after offsetting all dues to the owner payable by the contractor under the contract.

5. INSTRUCTIONS TO CONTRACTOR / AGENCY:-

Upon coming into force of this CONTRACT, AGENCY shall designate a competent authorized representative acceptable to HPOIL to represent and act for and on behalf of AGENCY in all matters concerning performance of SERVICES and shall inform HPOIL in writing of the name and address of such representative. All notices, determinations, directions, instructions and

other communications given to AGENCY'S authorized representative by HPOIL shall be deemed to be given to AGENCY. AGENCY may change its authorized representative by so advising HPOIL in writing.

AGENCY shall maintain a record of the SERVICES performed, as well as of the personnel assigned to carry out the relevant SERVICES.

The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:

- The Shops & Establishment Act, 1948 / The Factories Act, 1948 (whichever is applicable)
- The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
- Contract Labour (Regulation & Abolition) Act-1970
- Employees' Provident Fund & Misc. Provisions Act- 1952
- Employees' State Insurance Act-1948
- Employees' Compensation Act, 1923
- Payment of Gratuity Act, 1972
- Minimum Wages Act, 1948
- The Payment of Wages Act, 1936
- The Payment of Bonus Act, 1965
- The Building and other Constructions Workers (Regulation of employment and conditions of services) Act, 1979 & Building and other Construction Workers Welfare Cess Act, 1996 (if applicable)
- Employer's Liability Act.
- Weekly Holidays Act, 1942
- Workman's Compensation Act.
- The Child Labour Prohibition and Regulation Act, 1951
- The provisions of the Income Tax Act, 1961
- The Maternity Benefit Act, 1961
- Industrial Dispute Act.
- Environment Protection Act.
- Any other Statute, Act, Law as may be applicable.

Contractor must comply with the four new labour codes which has come into effect from 21st November 2020. The contractor has to comply but not limited to following:

- The Code on Social Security, 2020
- The Code on Wages, 2019
- The Occupational Safety, Health & Working conditions (OSHWC) code, 2020
- The Industrial Relations Code, 2020

Wages must comply with the new definition of wages where allowances do not exceed 50% of total remuneration.

The Agency must warrant compliance with all four labour codes, including timely payment of wages, statutory deductions (PF, ESI), and gratuity.

The Agency should obtain necessary licenses (including interstate, if applicable) and comply with the [Occupational Safety, Health & Working Conditions Code \(OSHWC\)](#)

The Agency shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from HPOIL due to its ignorance of any Applicable Law.

The Agency shall have its own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund Scheme, 1952, Employee Deposit Linked Insurance Scheme, 1976 and Employee Pension Scheme, 1995.

The Agency shall have to obtain Insurance policy in lieu of Employees Compensation Act, 1923 for the personnel engaged by it and submit a copy of the same to EIC.

Without prejudice to the foregoing, the Agency shall be responsible for bearing all registration and statutory inspection fees payable under any Applicable Laws in respect of the services performed pursuant to the Contract. If the Agency defaults in complying with the Applicable Laws, the Agency shall, at its own risk and cost, bear any and all additional fees, fines, penalties or charges.

The Agency shall be solely responsible for the payment of wages and other dues to the personnel deployed by it, latest by 7th day of the subsequent month.

The Agency shall at its own cost and initiative take and maintain at all times until the closure of the Contract, insurance policies in respect of manpower engaged by it for providing services under this Contract, in order to keep itself as well HPOIL fully indemnified from and against all claims whatsoever including but not limited to those arising out of the provisions contained in the Workmen Compensation Act, 1923.

While confirming to any of these conditions, the Agency should ensure that no law of State regarding labour, their welfare, conduct etc., is violated. The Agency shall indemnify HPOIL for any action brought against it for violation, noncompliance of any act, rules & regulation of centre / state / local statutory authorities.

In case of accident, injury and death caused to the employee of the Agency while executing the Work under the contract, the Agency shall be solely responsible for payment of adequate compensation, insurance money, etc. to the next kith & kin of injured/ diseased. Agency shall indemnify HPOIL from such liabilities.

Agency shall be solely responsible for payment of wages/ remuneration including allowances to its personnel that might become applicable under any new act or order of Government. HPOIL shall have no liability whatsoever in this regard. Only variation in the statutory payments shall be borne by HPOIL.

No additional charges, other than the quoted rates and applicable taxes, shall be paid to the Agency during the contract period except statutory variation in service tax during the contract period.

The Agency / contractor shall not engage or employ any person with a criminal record/ background. The Contractor shall submit police verification of their employees within 15 days of his/her deployment.

The attendance and leave record of the personnel deployed by the Agency shall be maintained by the Agency. The AGENCY should coordinate with EIC regularly to attend to the contractual obligations and interact with the personnel deployed by the Agency. It is the sole responsibility of the AGENCY to manage the work force of Agency deployed in the contract e.g. the monthly attendance, leave details, Identity cards, the issues of contract personnel, police verification, etc.

HPOIL shall have the authority to direct the Agency to terminate the services of any of its personnel without any prior notice, if HPOIL is satisfied on medical grounds that the candidate is unfit and is likely to continue to be unfit for reasons of ill-health for the discharge of his/her duties.

HPOIL will have the authority to direct the Agency to terminate the services, without any prior notice to the candidate found to be guilty of misconduct, participation in strikes/ agitations/ Union/ Association or of any breach or non- performance of any of the provisions of these conditions or if otherwise found unsuitable for the efficient performance of his/her duties.

During the period of engagement, performance of the contract personnel shall be observed and HPOIL can direct the Agency to short terminate the contract engagement based on the performance.

Agency shall be directly responsible for any/ all disputes arising between it and its personnel and keep HPOIL indemnified against all loses, damages and claims arising thereof.

HPOIL can increase or decrease the manpower on same terms and conditions during the contract period based on the requirement.

No contract personnel below the age of 18 years shall be deployed on the work.

The Agency shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from HPOIL due to its ignorance of any Applicable Law.

The Agency shall be solely responsible and indemnify HPOIL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by it.

All personnel deployed by the Agency should be on the rolls of the Agency.

The personnel to be deputed by the Agency shall observe all security, fire and safety rules of HPOIL while at the site/ work. Agency has to strictly adhere to the guidelines/ instructions issued from time to time.

The Agency shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The Agency shall get its employees/ persons examined from a civil govt. doctor.

No employees or person of Agency shall be allowed to consume alcoholic drinks or any narcotics within the plant premise/ site. If found under the influence of above, the owner / HPOIL will terminate the contract immediately and may refer the case to police.

The Agency hereby agrees to indemnify owner / HPOIL from all claims, demands, actions, cost and charges, etc. brought by any court, competent authority/ statutory authorities against owner/ HPOIL

PENALTY CLAUSE

Agency shall submit PF no. and Contract labour license (as applicable) within a time period of maximum three months from the date of issue of contract failing which a penalty of Rs.10000/- per month shall be deducted from the service charges of the Agency, in addition to the penalties as per provisions of the statutory legislations.

If the timely payment is not made to the personnel by 7th of each month, Rs.10000/- per day shall be deducted from the service charges of the Agency.

In case the bidder is not able to mobilize the manpower within the specified time, a penalty @ Rs.2500/- per person per day shall be recovered from the AGENCY.

10. NOTES TO SCHEDULE OF RATES / PRICE BASIS

The rate quoted for month and/or days will be same for all the days of the week (including holidays / Sunday)

Rate quoted in SOR shall be valid during the entire contract period and also during the extension period. No escalation on what-so-ever account shall be paid under this contract.

In case quantity exceeds the SOR qty., contractor shall execute / supply material as per the requirement on the same rates quoted in SOR

The rate should be quoted in the Schedule of Rates as enclosed. Bidder should take into account all liabilities to be borne by it as indicated in the scope of services/work, special conditions of contract and other tender conditions while quoting rates in SOR.

Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting.

Agency should take care of GST (if applicable) while quoting rates and should separately indicate rate of GST to be charged.

The rate quoted by the Agency shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full in accordance with the Terms & Conditions of Tender document.

11. GOODS & SERVICE TAX: -

Please note that responsibility of payment of GST lies with Agency only.

The bidder shall furnish copy of GST registration along with the offer wherever applicable. Alternatively, bidder shall furnish the same within one month from the date of issue of Letter of Award or along with first Invoice. In case GST is applicable for the tendered work, Agency shall claim the GST indicating rate of abatement/deduction allowed as per GST act in the first invoice itself.

In case of statutory variation in GST, same should be raised subsequent months from the date of issue of Govt. Notification for payment of differential GST amount. In case such claim is not

raised within specified period of two months, claim shall not be entertained for payment of arrear.

12. CLOSURE OF CONTRACT: -

Final payment shall be released only after satisfactory completion of the work / services. For final payment of the bill and release of Security deposit the Agency shall be required to submit Indemnity Bond on Rs. 100/- stamp paper duly notarized from Notary indemnifying HPOIL from all liabilities w.r.t. the persons engaged by the Agency regarding Payment of Wages, Provident Fund, Insurance and other payments.

13. FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation as required under this contract, the relative obligation of the party affected by such force majeure shall, after notice under this article be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fires, floods and notices, acts and regulations of the Government of India or State Government of any of statutory agencies. Upon the occurrences of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty-four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

During the period, the obligations of the parties are suspended by force majeure, the Agency shall not be entitled to payment at any rate. In the event of force majeure conditions continuing or reasonably expected to continue for a period more than fifteen (15) days, HPOIL shall have the option of terminating the contract agreement by giving seven (7) days' notice thereof to the Agency. If this agreement is so terminated, both parties shall pay to the other party, the amount payable up to the date of occurrence of such force majeure.

14. RESOLUTION OF DISPUTES/ARBITRATION

HPOIL has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with Conciliation Rules, Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/ in connection with this contract shall be settled in accordance with the aforesaid rules.

In case of any dispute(s)/difference(s)/issues(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) /issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issues(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

Conciliation proceedings commence when the other Party (ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.

If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she send the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.

Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and HPOIL Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.

The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

The Employer [HPOIL] shall suggest a panel of three independent and distinguished persons to the bidder/Agency/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (HPOIL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall final and binding on the parties.

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Mumbai.

Subject to the above, the provisions of (India) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract is subject to the exclusive jurisdiction of the court situated in the state of Goa Bidders/suppliers/Agency's may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian

Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL mode law), which were prepared after extensive consultation with Arbitral Institutions and Centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

15. GOVERNMENT OF INDIA NOT LIABLE: -

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under.

It is expressly understood and agreed that the Employer is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an agent, representative or delegate of Govt. of India.

It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

Compliance's under various Labour Laws

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

1. The Minimum Wages Act, 1948, Payment of Wages Act, 1936 and Payment of Bonus Act 1965 or The Code on Wages, 2019 (after it comes into force)

1.1. Minimum Wages:

a. During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).

b. **Wage period and monthly wages:** Wage period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment.

Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

Deduction for absence = days of absence x applicable wage rate

1.2. Payment of Wages:

The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only** and avoid illegitimate deductions and maintain records /returns as prescribed.

The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7th day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EIC) or authorized representative of HPOIL.

After disbursement of wages, the representative of the Contractor and EIC/ authorized representative of HPOIL have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.

1.3 Payment of Bonus:

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965. The Agency shall ensure that the payment of bonus to their employees is made through the salary on monthly basis. Basis the bonus being paid through monthly salary, the Agency shall ensure that the ESI remittance is computed on Basic and all monthly allowance including the bonus (i.e. Gross monthly salary)

Leave/Leave with wages/Holidays

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Shops & Establishment Act.

The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Shops & Establishment Act, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.

- i) As per the **Shops & Establishment Act (if applicable)** : Privilege Leave not less than 16 days and Sickness/Casual Leave not less than 8 days (this provision may vary from state to state

2. The Employees' Provident Fund & Miscellaneous Provisions Act 1952

- a) The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.
- b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.
- c) The Contractor is required to submit copies of **separate e-Challans / ECR along with proof of payment/receipt** in respect of resources engaged through this contract only, on monthly basis. Common challans would not be acceptable in HPOIL. The Contractor should submit copies of previous months EPF e-Challans / ECR along with current month's bill
The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer- in-charge to confirm the status of payment and names of the resources deployed.
- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling (i.e. Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).

3. The Employees' State Insurance Act, 1948 (If applicable and as per prevailing rates)

- a) The Contractor shall have his own ESI code No. allotted by Employees' State Insurance Corporation (ESIC) as required under the Employees' State Insurance
- b) The Contractor has to arrange Smart Cards (i.e. ESI Identity Card) /e-Pehchan **Card** for the resource(s) engaged by him from the Corporation.

4. The Employees' Compensation Act 1923 (wherever applicable)

In case, the workplace is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area or in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the maximum compensation liability as per provisions of Employees' Compensation Act, 1923.

5. The Payment of Gratuity Act, 1972

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from HPOIL.

6. The Contract Labour (R&A) Act, 1970

- a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt of India having jurisdiction of the region.
- b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c) The Contractor shall ensure regular and effective supervision and control over the Resources deployed for which a supervisor/representative of the contractor should be available at all times for giving suitable direction for undertaking the Contractual obligations.
- d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed
- e) It shall be the duty of the Contractor to ensure the disbursement of wages to resources through E banking/ digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer In Charge/Authorized representative of HPOIL initially and contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.
- f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages /short deposit of PF contribution, it shall be treated as FAILURE and actions as per the provisions of the contract shall be taken.
- g) Further, HPOIL as Principal Employer will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.

Responsibilities of the Contractor

1. The Contractor shall be solely responsible and indemnify HPOIL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
2. The Contractor shall indemnify HPOIL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
3. The Contractor shall indemnify HPOIL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against HPOIL
4. The Contractor shall also indemnify HPOIL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
6. **Age:** No resource below the age of 18 years shall be deployed by the contractor for the execution of the contract. However, the maximum age of the resources deployed under the contract would be 60 years. (In case of Security and Fire & Safety services, no resources below age of 18 years shall be deployed by the contractor for the execution of the contract. However, in view of nature of business operation and nature of duty, for efficacy and efficiency purpose, resources will be deployed up to the age of 58 years. However, the age limit can be relaxed for a further period of two (02) years up to the age of 60 years if the contract worker is competent, efficient and medically fit i.e. physically fit with good health, good eye sight without any disease. The contractor has to produce Medical Fitness Certificate, to this effect, against such contract worker if deployed beyond 58 years).

7. Appointment/Nomination of supervisor:

Agency shall be responsible for identifying and designating one amongst the manpower deployed by the Agency at HPOIL locations as a Supervisor who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.

The Supervisor designate shall be responsible as a 'SPOC'(Single Point of Contact) on behalf of the Agency at HPOIL. The role of the SPOC will be carried out over and above the primary role for which the person is appointed by the Agency.

9. The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of HPOIL while at the site/work. All existing and amended safety / fire rules of HPOIL are to be followed at the work site by the Contractor and his deployed resource(s).

10. In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify HPOIL from such liabilities.

11. The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor

13. No resource(s) or representatives of Contractor (including Contractor) are allowed to consume alcoholic drinks or any narcotics within the premises of HPOIL (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.

14. While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to Schedule Caste, Schedule Tribe and Other Backward Class in order to have a fair representation of these sections of the society.

15. The Contractor is required to maintain all Registers and other records in an office within the premises of HPOIL or at a place within a radius of three kilometres.

16. Contractor shall provide proper **Employment cards** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.

17. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.

18. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.

19. Police verification

a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in HPOIL premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.

b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of HPOIL under this contract awarded to him.

c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.

d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of HPOIL and has come to the notice of HPOIL at any point of time, the Contractor shall immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of HPOIL.

20. While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.

21. The contractor shall ensure the KYC of the contract workers in EPFO portal at all time during the period of the contract and submit a proof of the same to the Engineer- in- charge periodically.

22. The Contractor shall ensure that the nomination of contract worker deployed by him under the said contract is duly updated in EPFO portal periodically.

PENALTY

Non-Compliance with Safety Rules and Regulations: If the contractor fails to adhere to the safety rules and regulations stipulated by HPOIL and does not comply with various clauses outlined in the order, contract, or tender, the contractor will be subject to appropriate penalties Rs. 500/- per person per day. The contractor shall be also responsible for initiating strict disciplinary action against the concerned employee.

If any deployed employee is found under influence of alcohol, drug or any psychotropic substance during the duty hours, it will attract penalty of Rs. 2,000/- per incident per manpower & immediate termination of the delinquent employee/s shall be carried out by the contractor.

The Maximum Limit of the penalty is 50% of total invoice value of that part of Month.

Statutory Non-compliance Penalty Provisions:

Failure to Submit Provident Fund, ESI, PT, LWF remittance Challans: If the AGENCY fails to submit the PF, ESI challans for the previous month along with the bills within the contract's validity period, then HPOIL will deduct 5% (Five percent) from the payable amount in the contractor's running bill and hold it as a deposit. The retained amount will be refunded to the contractor upon the presentation of PF challan/receipt in the subsequent month. Additionally, for any month where PF, ESI challans are not submitted, a penalty of Rs. 5000/- will be imposed on top of the amount reasonably equivalent to PF contribution. Similarly, the AGENCY shall submit proof of payment made by them towards PT & LWF as and when it is remitted to the concerned authorities in accordance with the law.

Coverage of Employees under ESI & EC Acts: AGENCY shall ensure that all the employees deployed by them to HPOIL must be covered under the provisions of Employees State Insurance Act and Employee Compensation Act from the first day of their joining at designated HPOIL location. In case if it is observed that the employees are not covered under ESI from the first day of their deployment, the non-compliance shall be viewed seriously and accordingly a penalty of Rs. 5000/- per employee per week shall be recovered apart from the AGENCY being solely responsible for any legal consequences including penal actions arising out of such non-compliance from statutory authorities. Any delay exceeding 21 days from the date of the work order in obtaining or submitting ESIC/WC/required insurance cover, or taking insurance for a shorter duration, will result in a penalty of Rs. 5000/- per week or any part thereof, in addition to the amount reasonably equivalent to insurance contributions, for that particular month- penalty clause of no use if no ESIC

In case if it is observed through HPOIL's periodical audits on Statutory Compliance that the AGENCY is not complying with the laws applicable to their establishment as per Annexure 1, then HPOIL shall levy a penalty from the AGENCY @ 10,000/- of the monthly invoice or as decided by the HPOIL basing on the severity of non-compliance.