



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

**PROVIDING MISCELLANEOUS MANPOWER SERVICES FOR CITY GAS
DISTRIBUTION PROJECT AT NAGALAND GA**

TECHNICAL VOLUME

TENDER NO. HOGPL/2026-27/C&P/002
DATE: 03.04.2026

ANNEXURE 2

Providing Miscellaneous manpower services for City Gas Distribution Project at Nagaland GA.

General/About the Company:

HPOIL Gas Pvt. Ltd (HPOIL), a company incorporated on 30.11.2018. HPOIL is a joint venture of Hindustan Petroleum Corporation Limited (HPCL), a Maharatna Company and, Oil India Limited. (OIL), a Navaratna Company.

M/s HPOIL Gas Pvt Ltd. (HPOIL) is a 50:50 JVC of Hindustan Petroleum Corporation Limited (HPCL) and Oil India Ltd (OIL).

HPOIL is professionally managed Company in the business of implementing City Gas Distribution (CGD) projects to lay, build and develop CGD network in Kolhapur (Maharashtra State), Ambala-Kurukshetra (Haryana State) and Nagaland State to supply clean fuel in form of Piped Natural Gas (PNG) and Compressed Natural Gas (CNG).

HPOIL is authorized by PNGRB to develop and operate natural gas infrastructure to domestic, commercial, and industrial sectors including setting up of CNG filling stations to cater to the automobile sector for vehicle in three Geographical Area's (GA's), namely Ambala & Kurukshetra in the state of Haryana, Kolhapur in the state of Maharashtra and Nagaland state.

SPECIAL CONDITIONS OF CONTRACT (PART - I)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Contract. The corresponding clause number of the GCC is indicated in parentheses.

GENERAL

Special conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.

Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations in the special conditions of contract are not possible of being reconciled with the provisions of GCC.

Wherever it is mentioned in the specifications that the Agency shall perform certain work or provide certain facilities, it is understood that the Agency shall do so at its cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.

The Contractor is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing of the bid and entering into contract. The cost of visiting the site shall be at Contractor's own expenses.

The intending Agency shall be deemed to have visited the site and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.

It will be the Agency's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference to which the conflict exists.

All the work specifically mentioned in the tender document is under the scope of the Agency. All other works not specifically mentioned but required for successful execution of the work shall also be performed by the Agency and payment shall be made as per the terms and conditions mentioned elsewhere in this document.

The work executed shall be to the satisfaction of Engineer In-Charge/ OWNER and contract rates shall include any Incidental and Contingent works charges so as to complete the work in all respect in prompt, efficient and workman like manner.

The expression 'Vendor / Agency' shall mean the Agency selected by the employer for the execution of the subject work and shall include the successors and permitted assigns of the Vendor/ Agency.

The expression 'Engineer-in-Charge' shall mean the Engineer-In-charge' of HPOIL for this work and shall include any person acting as in charge on its behalf.

The expression 'Authorized Representative' shall mean any Officer/ Supervisor / Consultant/ Staff of HPOIL authorized by the Head of Department.

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- 1) Letter of Acceptance along with Statement of Agreed Variations
- 2) Fax/ Letter of Intent/ Fax of Acceptance.
- 3) Schedule of Rates as enclosures to Letter of Acceptance.
- 4) Special/ additional Conditions of Contract.
- 5) Scope of work, specifications, and special notes regarding specifications and drawings, all three in conjunction with each other
- 6) General Conditions of Contract.

1. SCOPE OF WORK/SERVICES: -

The Agency shall provide services related to Finance, Administration, support services & Engineering services as detailed below:

1. Finance and Accounts Services at Site
2. Administration Services at Site
3. Office Support Services at Site
4. Engineering services at Site
5. Store Keeping services at Site
6. HR Professional Services at Head Office

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 of SCC.

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, KGA and NGA) 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 Nagaland GA of HPOIL. AGENCY shall submit copy of the Group Medical Insurance Policy and Group Personal Accident Insurance Policy as 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 employees 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:** Graduate with ACA/CMA/MBA with specialization in Finance from reputed institution.
- b. **Experience:** Minimum 02 years post qualification experience in finance and accountants department. However preference will be given past 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. Office Support Services at Site:

- 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.

4. Engineering services at Site

- a) Site management, Construction Supervision, Documentation, Verification and inspection of Steel and MDPE pipelines network development
- b) The ENGINEERS' job is continuous supervision & monitoring of the Construction of Pipelines.
- c) Supervising various site activities like Excavation, Safe stacking of debris, Lowering the pipe, Electro-fusion/welding of joints, Installation of isolation, tap-off, and stop-off valves, Installation of pipeline route markers, Backfilling, Flushing, Hydro-testing/pneumatic testing and swabbing, Purging & commissioning, Leak repairs if any, etc.
- d) Ensuring site safety during execution.
- e) Ensuring that the statutory permits i.e., permissions from statutory authorities/RTO clearances/ permissions etc., as applicable, are in place prior to the starting of the job. Providing assistance for Liaisoning with local authorities from time to time for smooth flow of work.
- f) ENGINEERS should ensure quality compliance at site in line with Procedures, Standards or industry best practices.
- g) Review and certification of NDT Procedures submitted by the contractor before initiating the job.
- h) Needs to raise various permits (Excavation, Hot Work Etc) with desired safety compliances as per checklist/standards of HOGPL.
- i) Giving clearance for lowering of pipelines in the trench. ENGINEERS shall maintain the record of joint coating clearance.
- j) ENGINEERS shall maintain all the necessary pipeline records (trenching, welding, radiography, joint coating, lowering, backfilling etc.) in HOGPL specified format.
- k) Ensuring erection of barricading.
- l) Ensuring all safety aspects including PPEs, calibration of equipment prior to start of work.
- m) ENGINEER to maintain separate records of HOGPL assets of pipelines / installations done so as to cross check and authorizing during final reports submission by Contractor representatives.
- n) Ensuring and verifying that the test certificates and calibration certificates are in order prior to utilization of the equipment /items. In case of any non-compliance, the same shall be brought to the notice of HOGPL.
- o) Ensuring strict compliance to control measures as per Permits and conducting daily site-specific risk assessment with inclusion of additional control measures as and when required.
- p) Checking and countersigning of as-built drawings/check-prints, checking, signing of pipe book on regular basis.
- q) Engineers need to check and countersign with agency stamps the various reports, records, pipe book, as built drawings, etc prepared by the contractors. However, as and if required Engineers need to prepare, sign and stamp various reports, records, sketches and fill in data in pipe books etc for the domain activities.
- r) Review NDT Procedures submitted by the contractor before initiating the job.
- s) Inspection of Welder Qualifications, Electrode Qualifications, NDT activities such as UT, MPT & DPT, etc.
- t) Review/ interpretation of RT Films.
- u) Inspection of Welding process, Sand/shot blasting, Joint coating, Hydrostatic/pneumatic testing, Hot tapping works, etc.
- v) Prior to backfilling of the trench, capturing the pipeline alignment and location of pipeline fittings, i.e., elbows, valves etc., as directed by HOGPL OFFICIAL.
- w) At any time during site activities Engineers must be present at site or site should not be unattended.

- x) ENGINEERS shall immediately inform the concerned official of HOGPL in case of any third-party activity at HOGPL site.
- y) Inspection and Signing/Authorization by Engineers with agency stamp on all related reports/documents.
- z) Ensuring that the statutory permits i.e., permissions from statutory authorities/RTO clearances/society permissions etc., as applicable, are in place prior to the starting of the job. Providing assistance for Liaisoning with local authorities from time to time for smooth flow of work.
- aa) Needs to raise various permits (WAH, Excavation, etc) with desired safety compliances as per checklist/standards of HOGPL.
- bb) Conduct site survey for various activities like, MP/LP route/SR Location/GI/Cu Erection /Meter Location/LMC feasibility.
- cc) Ensuring erection of barricading.
- dd) Ensuring all safety aspects including PPEs, calibration of equipment prior to start of work.
- ee) The ENGINEERS job is continuous supervision & monitoring of the Construction of Pipelines.
- ff) Giving clearance for laying/installation (above ground/underground/kitchen pipelines) and also generate & maintain all relevant construction records/formats immediately.
- gg) ENGINEER to maintain separate records of HOGPL assets of pipelines / installations done so as to cross check and authorizing during final reports submission by Contractor representatives.
- hh) Ensuring correctness of required trench depth, Electro fusion/welding of joints, Installation of PE valves, providing warning tape & additional protection as applicable, providing protection with respect to other utilities in the same trench, etc.
- ii) Witnessing and inspecting duly backfilling, testing, flushing, purging & commissioning of HOGPL installations (MP/LP/GI/LMC).
- jj) Ensuring and verifying the calibration certificates prior to utilization of the equipment's (For Ex. Pressure Gauge/Pneumatic breaker/Hydra/Excavator/Any Mechanical Equipment's) In case of any non-compliance the same shall be brought to the notice of HOGPL.
- kk) Prior to backfilling of the trench, capturing the pipeline alignment, depth, other utility details, and location of pipeline fittings, i.e., elbows, valves etc., relevant details.
- ll) Quantity certification after physically checking quantity immediately upon completion of job and joint signature by Agency representatives along with Contractors' Supervisor
- mm) Material/Site Equipment quality aspect inspection at contractors' store & site.
- nn) Recommendation of deviation from prescribed technical specification due to any site constraint.
- oo) Coordination with societies/Builders for various projects activities like (LP route clearance/Service regulator module installation space /GI clearance etc) as and when required.
- pp) Engineers need to check and countersign with agency stamp the various reports, records, as built drawings, etc prepared by the contractors.
- qq) However, as and if required Engineers need to prepare, sign and stamp various reports, records, sketches, etc for the domain activities.
- rr) Inspection of welding process/monitoring for the Welded Risers. Ensuring Welder qualification/Type of electrode as per HOGPL procedure/criteria etc.
- ss) Appraise customer about Gas Meter location/safety precautions etc. before Installation.
- tt) Authorizing meter installation and data validation of Meter Job card.
- uu) At any time during site activities Engineers must be present at site or site should not be unattended.

Roles of Engineer as listed above is indicative one. Engineers may have to perform supervision, inspection and related report generations beyond what is listed above.

- a) Education Qualification:** Full Time Graduate in Engineering (BE/BTech or equivalent) OR Diploma in Engineering or equivalent from a recognized AICTE approved Indian University/ Institute/Board

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

- b) Experience:** Minimum 1 year on-job post qualification experience for Graduate Engineers on similar jobs in medium to large size construction projects. Experience in CGD Industry would be preferable.

OR
Minimum 3 years on-job post qualification experience for Diploma Engineers on similar jobs in medium to large size construction projects. Experience in CGD Industry would be preferable.

However, HOGPL may consider lower experience in exceptional cases based on merit.

- General:** i) Language capabilities in English, Hindi & preferably local language.
ii) Willingness to take on sustained Site Work, Ethics & Moral values.

5. Store Keeping 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.
- g) 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	Position	Location	Numbers
1	Site Finance & Accounts Associate	Nagaland	01
2	Site HR & Administration Associate	Nagaland	01
3	Office Support Coordinator	Nagaland	01
4	Engineer	Nagaland	02
5	Storekeeper	Nagaland	01
6	HR Professional Services	Mumbai	01
Total Requirement			07

A) 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.

B) FIXED EMOLUMENTS:

As mentioned in SOR.

B.1) Annual increase in Basic emoluments: -

Cost of Engineers given in SOR will be fixed for whole contract period, however, for others cost Of services 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.

C) 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.

1. 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 Construction 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.

SPECIAL CONDITIONS OF CONTRACT (PART - III)

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.

STANDARD CONDITIONS OF SCC: (PART IV)

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 an 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.