



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

**HIRING OF AGENCY FOR PROVIDING EPMC SERVICES AT AMBALA-
KURUKSHETRA & KOLHAPUR GA**

TECHNICAL VOLUME

**TENDER NO. HOGPL/2026-27/C&P/007
DATE: 24.04.2026**

1. INTRODUCTION

HPOIL Gas Private limited (HOGPL), a Joint Venture Company of HPCL & OIL has received the authorization from PNGRB vide letter PNGRB vide letter PNGRB/CGD/BID/8/2018/GA/Ambala-Kurukshetra District dated 22/02/2018, PNGRB/CGD/BID/8/2017/BEC/GAKolhapur dated 06/03/2018 and PNGRB/Auth/CGD(06)/(2023)/12.04 Nagaland State dt. 04/03/2024 to Lay, Build and Operate City Gas Distribution networks in Ambala-Kurukshetra, Kolhapur District and Nagaland State. HOGPL (hereinafter referred as Owner), is supplying Piped Natural Gas (PNG) to domestic, commercial, and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in Ambala-Kurukshetra and Kolhapur District.

2. PURPOSE

HPOIL Gas Private Limited invites bids through e-tendering on Domestic Competitive Bidding basis for appointment of ENGINEERING & PROJECT MANAGEMENT CONSULTANCY (EPMC) SERVICES FOR CITY GAS DISTRIBUTION PROJECTS AT AMBALA-KURUKSHETRA GA AND KOLHAPUR GA.

3. DEFINITIONS

Where used in this document, the following terms shall have the meanings indicated below, unless clearly indicated by the context to this order:

PROJECT	City Gas Distribution Project at Ambala-Kurukshetra GA and Kolhapur GA
OWNER	HPOIL GAS PRIVATE LIMITED (HOGPL)
EPMC	Engineering and Project Management Consultancy Services
SOW	SCOPE OF WORK
CONTRACTOR / BIDDER / EPMC / EPMC	The party, which will be bidding under this tender or will be awarded the contract for the execution of work.

4. SCOPE OF WORK

The Engineering and Project Management Consultant (EPMC) is being appointed for 01 year to execute the project (which includes Supervision, Monitoring, Inspection of Site related Jobs & PMC Services) at Kolhapur GA and Network Designing at both Ambala-Kurukshetra GA and Kolhapur GA.

The scope of work of the EPMC is broadly defined under the following heads:

Kolhapur GA:

- A. Planning & Scheduling for construction activities in Kolhapur GA as per HOGPL internal targets.
- B. Site Management, Supervision, Monitoring, Inspection (Dedicated Site management Team would be deployed at Kolhapur site.)
- C. Quality Assurance and Quality control of the work being executed.
- D. EPMC would provide all technical assistance for obtaining approvals, clearances & NOC's from various authorities, including approval required for commissioning of network/CGS/CNG Stations etc. in terms of technical notes, process drawings & notes, P&ID's, scrutinizing survey drawings etc. EPMC would carry out all the requisite studies. Also follow up for getting the permissions through route survey agency or through execution vendors as deemed fit. Preparation of drawings of CNG Stations, odorizing units, DCU, DRS & Pipeline network for obtaining PESO's approval & License.
- E. Pre commissioning checks, Project Commissioning/ Commissioning Assistance, Post commissioning Assistance, PCP Surveys, along with requisite documentation.
- F. Project Cost Control, Management & Monitoring. EPMC would use modern tools of project planning & Controls like MS Projects for monitoring, scheduling & control for projects. Resource based model in MS Project is to be prepared for planning, scheduling & monitoring.
- G. For the portion of Project work to be handled by EPMC, the issue and return of Materials to execution contractors has to be endorsed by EPMC Engineers. Reconciliation to such effect to be ensured by EPMC at regular interval while certifying the measurements for the portion supervised, inspected by EPMC.
- H. Inspection of Materials being manufactured by vendors including contractors supplied items.
- I. Review and approval of 'As Built Documents/Drawings submitted by the contractor for the portion of job supervised, inspected by EPMC.
- J. Quarterly performance evaluation of vendors considering the work scope monitored, supervised & inspected by EPMC.
- K. Recommendation of Closure/Partial closure of the contracts as the case may be.
- L. Establishment of working procedures, QA/QC procedures, documentation and signing of inspection reports.
- M. All material testing and performance tests shall be fully witnessed and approved by consultant's engineering staff.
- N. To carry out welders' qualification test, electricians trade test, safety drills, visitors identification etc.
- O. To prepare monthly progress report, exception reports, deviation report etc.
- P. To maintain material consumption records, take detailed measurements at site, check bills of contractors.
- Q. To organize handing over/taking over of complete works.
- R. Provide necessary assistance during the commissioning as and when required.
- S. To provide technical support/supervision for trouble shooting and post- commissioning.
- T. Engineers need to check and countersign with agency stamps the various reports, records, as built drawings, pipe book (as applicable), 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.
- U. EPMC shall be responsible, on behalf of Owner for ensuring a high standard of occupational health and site safety

management and for ensuring the requirements for health, safety and security to be maintained by contractors, subcontractors and other personnel working at site.

- V. EPMC and personnel shall adopt the best Safety practices at site and also ensure due compliance to different Safety requirements and company's safety guidelines by contractors. The purpose of these safety requirements shall be to prevent any accidents, incidents or events that could result in injury or fatality to personnel from contractors, subcontractors or PMC, Owner or third parties and/or damage or destruction to contractor's or Owners property, equipment and materials. PMC shall agree with Owner's representative at site any variations between these requirements. PMC shall monitor report and ensure that the above requirements are fully adhered to.

Network Design – Ambala-Kurukshetra GA and Kolhapur GA:

- A. Design and Engineering for development of Steel Pipeline Network for CGD which includes Underground pipeline, Above ground Piping including Sectionalizing Valves/Isolation Valves, Temporary Cathodic Protection system, branch/spur lines to DRS, MRS, CNG Stations, Consumer Terminals including Electrical, Instrumentation and Civil works for all respect completion of Steel Network. Simulation of Steel pipeline network by using SYNERGEE or Equivalent software. The Design shall be in compliance to PNGRB Regulations and other applicable Standards.
- B. Design and Engineering of MDPE Network and determining the DRS /MRS capacity to supply Gas to Households, Industrial & Commercial units including sizing of piping based on location of DRS. This item includes providing drawings to apply for permissions from various concerned Authorities. Simulation of PE pipeline network by using SYNERGEE or Equivalent software. The Design shall be in compliance to PNGRB Regulations and other applicable Standards.
- C. Engineering for any modification in exiting Steel/MDPE network as per site requirement.
- D. Carryout all necessary calculations and conduct all appropriate design procedure and analysis, as required, to optimize the sizing and selection of the equipment and specification of materials.

4.1 INSPECTION:

- 4.1.1 Preparation of Inspection and testing plan (QAP).
- 4.1.2 Preparation and Submission of all drawings / documents required for manufacturing to vendors / contractors. Granting approval to all drawings / documents submitted by vendor for start & during manufacturing. PMC shall also expedite submission of required drawings, QAP, procedure etc. by vendors in order to expedite the procurement of materials.
- 4.1.3 Preparation of inspection and expediting procedure.
- 4.1.4 Preparation of vendors manufacturing and delivery schedules.
- 4.1.5 Expediting of vendors for timely action on sub-contracted items.
- 4.1.6 Material identification and marking.
- 4.1.7 Inspection of bought out items.
- 4.1.8 Inspection of items to be used from HOGPL surplus stores.
- 4.1.9 Witnessing performance/acceptance tests as applicable.
- 4.1.10 Preparation of periodic inspection and expediting reports.
- 4.1.11 Issuance of final "Inspection Release Note" after inspection.

4.2 AS-BUILT DRAWINGS AND OTHER REPORTS:

- A. Follow up with vendors and contractors for as-built drawings/ documents in required software and hardcopy format, review/approve the same and forward to HOGPL.
- B. All project related documents for future reference and records will be handed over to HOGPL as per standard international practice. Submission of final documents shall be under the following heads:
 - i. Various installation/erection reports.
 - ii. Various testing, commissioning reports.
 - iii. As built drawings (in .kmz/.kml file format)

4.3 MANPOWER RESOURCES For Supervision, Monitoring, Inspection of Site related Jobs & PMC Services:

Consultant to provide required number of qualified engineering staff to render day-to-day site monitoring, supervision with due adherence to safety, inspection, quality control, etc.

The tentative Manpower requirement, based on which SOQ is formulated is tabulated below:

Sr No	Manpower Details	Requirement	Remarks
1	Steel Pipeline/CNG Projects Engineer	1 Nos.	On average, 1 Steel Engineer per Month
2	MDPE – LMC Engineer	7 Nos.	On average, 7 MDPE-LMC Engineers per month.

N.B. One of the above Engineers to be identified as Site In-Charge for coordinating the daily activities at site and act as an interface between deployed Engineers of the EPMC and HOGPL. This role of Site In-Charge will be besides the domain specific role of the identified personnel. Few important point of action of Site In-Charge is as under:

- a) In instances of night working at site the Site In-Charge shall ensure a proper duty Roster of the available ENGINEERS.
- b) Coordinate for the submission of ISO documents / formats duly filled in by ENGINEERS.
- c) Coordinate for GA safety meetings/Various (HSE/Project) trainings.

The above numbers of Engineers are indicative, and the quantities may vary as per the site conditions and at the sole discretion of HOGPL.

ENGAGEMENT OF COORDINATOR FOR MONITORING ACTIVITIES OF ENGINEERS:

- i. The agency shall have a coordinator on their behalf at their Head Office who shall remain in constant touch with HOGPL on regular basis to understand the problems and to take corrective action.
- ii. Coordination with Respective HOGPL GA Head for Deployment of ENGINEERS.
- iii. Ensure that all personnel deployed at GA have the required necessary equipment like Android Phone, Desired PPEs, Measuring Tape etc.
- iv. Coordinator shall visit Site once in a calendar month to ensure a seamless service.
- v. No separate payment shall be made by HOGPL for engaging the Coordinator by the Agency

N.B:

1. All the personnel deployed should be having All android mobile phone for easy communication.

2. EPMC should have its own Office setup in GA.

3. Mobility of Personnel:

- i. Arrangement for Movement/Mobility of Personnel at site (within GA) will be the responsibility of the agency.
- ii. For Outstation travel if any, the deployed personnel would be reimbursed expenses as per HOGPL Policy for outsourced employee.

4.4 ROLE OF EPMC ENGINEERS:

Good planning and organization at work site and assignment of clear responsibility to supervisors are fundamental to safety and environment protection. Each Engineer shall ensure within his field of competence and domain the following:

- A. Working condition and equipment are safe.
- B. Workplace safety is ensured.
- C. Workers are trained for the job they are supposed to do.
- D. Workplace safety measures are implemented.
- E. The best alternative to ensure safety and environment protection is adopted within available resource and skill.
- F. Necessary personal protective equipment's are available and used by workers.
- G. Safety caution boards are displayed at right place.
- H. Unsafe practices are eliminated.
- I. Arranging rescue of workers, in case of accident.
- J. Playing his role in disaster management plan.
- K. Arrange tool box safety meeting frequently.
- L. Informing safety cum environment in-charge in case of any violation of safety practices.
- M. Informing safety cum environment in-charge in case of any violation of Environmental Impact Mitigation measures

4.5 ACCOUNTABILITY OF AGENCY:

- a) Provide sufficient and appropriate manpower, with clear responsibility and reporting structure to ensure that HSE performance is not compromised at any cost.
- b) Complying with and shall be able to demonstrate such compliance with
 - Relevant, Health, Safety, Security and Environmental Legislation
 - Company Policies, Procedures and Standards
- c) Agency shall have valid approval of PNGRB as per their (Third Party Conformity Assessment) Regulations for carrying out inspections / audits related to City or Local Natural Gas Distribution (CGD) Networks and Natural Gas Pipelines under relevant PNGRB T4S Regulations – during the entire validity of the contract of HOGPL. Agency should ensure PNGRB accreditation certification is valid till the end of the contract period.
- d) In case of suspension/ cancellation/ withdrawal of approval of PNGRB, the agency shall immediately inform HOGPL.
- e) Ensure that all their personnel abide by all Health, Safety, Security and Environmental rules of the Company at the site.
- f) Provide all inputs and support as company deems necessary to ensure all HSE activities that company initiates are successfully carried out and the actions arising are closed out to company satisfaction.
- g) If any agency employee is found indulging in malpractices in carrying out with jobs assigned to him, the agency will be fined/penalised.
- h) Non-compliance may lead to stoppage of work / cancellation of contract / forfeiture of security deposit at HOGPL's sole discretion.
- i) Agency shall submit Qualification records for all the category personnel including NDT level-II certification records as required, for Steel and CNG Engineers before deploying on site and same shall be as per criteria.
- j) The agency shall be liable for all statutory compliances as required under various laws /enactment / rules / provisions etc.
- k) One Contract coordinator shall be deployed by the agency for each GA, whose role will be to resolve issues arising during contract execution. Coordinator shall visit site once in a month to ensure a seamless service.
- l) In case of any shortcomings of work performance of Engineers is observed same shall be reported by HOGPL Official to agency co-ordinator.
- m) Agency to ensure providing Safety Accessories to the deployed personnel:

- Safety shoes – 1 pair
 - Safety helmet – 1 no.
 - Safety goggles – 1 no.
 - Safety gloves – 1 pair
 - Earmuff – 1 no.
 - Fluorescent jackets – 1 no.
- n) Prior approval to be obtained from reporting HOGPL Officer if any deployed personnel avails leave (agency to ensure).
 - o) In case any deployed personnel discontinues with the service agency need to provide replacement within 07 days.
 - p) The Agency shall discharge obligations as provided under various statutory encasements including the employee provident fund and Miscellaneous Provisions Act, Contract Labour (R&A) Act, Minimum Wages Act and other relevant acts, rules and regulations enforced from time to time.
 - q) The Agency shall be solely responsible and indemnify the HOGPL against all the charges, claims etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
 - r) The Agency shall without limiting its or its employee's obligations and responsibilities, procure and maintain an insurance required by applicable laws, rules and obligations at the Agency's costs.
 - s) The Agency shall provide evidence that the insurance required under the Contract have been affected and shall transmit a copy of the insurance policy or a certificate of insurance to HOGPL.
 - t) If the Agency fails to comply with conditions imposed by the Insurance policies affected pursuant to the contract, the Agency shall indemnify HOGPL against all losses and claim arising from such failure.
 - u) The Agency shall obtain comprehensive insurance policy (including Workmen's Compensation Policy indemnifying HOGPL from the liabilities arising out of Employee's Compensation (Amendment) act, 2017, Fatal Accidents Act, 1855 and Common Law) for covering all risks such as accidents, injuries, Covid-19 and death likely to be caused to his workers or to a third person including loss to the properties of HOGPL or to some other agencies. The premium amount should be deposited with the insurance agency by the agency regularly and without any delay, same shall not be deducted from fixed salary of ENGINEERS. The validity period of policy shall be from start of contract till end of contract and shall be extended if contract period is extended. The copy of same shall be provided within two weeks of start of contract.
 - v) In case of any accident resulting in injury or death in respect of the personnel deployed by the agency during the execution of the work, the agency shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Agency shall indemnify HOGPL from such liabilities.
 - w) The agency shall not employ any person suffering from any contagious, loathsome or infectious disease. The agency shall get examined his employees / workers through a Registered Doctor before deployment. Medical fitness certificate of ENGINEERS deployed in HOGPL services must be provided at the time of joining.
 - x) No personnel of agency and agency himself shall be allowed to consume alcoholic drinks or any narcotics within the site locations / plant premises. If any deployed personnel found under the influence of above, the agency shall have to permanently change/replace him, failing which, HOGPL may initiate strict action.
 - y) The agency shall indemnify HOGPL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the agency or his workers.
 - z) The agency shall deploy the personnel after verification of their character and antecedents. In case any personnel is found having criminal record, he shall have to be immediately replaced without any delay. Records shall be submitted prior to deployment.
 - aa) The persons to be deployed should be on rolls of the agency.
 - bb) The agency shall issue proper identity cards to all personnel who are to be engaged for the job. The identity cards shall be signed by the agency or his authorized representative.
 - cc) The agency shall deploy the ENGINEERS within 07 days of the date of intimation from HOGPL.
 - dd) The agency shall be solely responsible for disciplining the personnel deployed by him.
 - ee) Further, he shall ensure that none of his workers create any nuisance or indulge in antisocial and criminal activities during the entire period of contract. In case anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
 - ff) The agency shall pay the salary to the deployed personnel latest by 7th of the subsequent month.
 - gg) The Personnel to be deployed progressively as per requirement and as per direction of HOGPL representative.
 - hh) Before Induction into the team, the CV of the personnel to be shared by the EPMC with HOGPL for an evaluation.

The EPMC will be required to depute qualified, experienced manpower for the execution of the CGD project at each GA. Various categories of resources required to deployed for the Project constructions are detailed as under:

Sr.	Type	Qualification & Knowledge	Experience
1.	Engineers for different domains outlined in the SOR	Engg. background with B.Tech(Mech.)/ BE(Mech.) Or Diploma in Mechanical AND NDT Level -II certified (For Steel pipeline Engineers and CNG Projects)	Minimum 03 years of relevant work experience in case of B.Tech (Mech.)/BE (Mech.) or 5 years in case of Diploma and adequate knowledge of relevantstandards/codes.

NOTE: Bidder shall ensure that the above-mentioned resources to be deployed at HOGPL Kolhapur GA sites must be on permanent payroll of bidder/ direct company payroll during the contract period. Accordingly, successful bidder has to provide ID cards etc to their deployed resources after award of job within one month. The bidder should ensure mobility of the deployed personnels at site duly providing adequate number of vehicles for day to day site activities.

4.6 KEY RESULT AREAS AND RECOVERIES:

It is the prime responsibility of the EPMC to complete the project in schedule time. The consultant would schedule and execute project activities in a time bound manner. Recoveries would be affected for the delays attributable to the EPMC.

Key results of the performance of the EPMC along with the indicated recoveries are mentioned in the following table.

TIMELINES FOR EPMC IMPORTANT ACTIVITIES & RECOVERIES			
Sr.	Activity	Timeline	Recovery/ Penalty
1	Mobilization of Manpower including RCM	Mobilization of manpower within 15 days of intimation by HOGPL & in case there is delay then penalty will be imposed.	Rs. 2,500 per required manpower per day of delay

4.7 DESIGN STANDARDS:

The following design standards shall be used as a minimum in the Scope of work

- i. Published Standards
- ii. Indian Standards
- iii. PNGRB T4S , OISD, Gas Cylinder Rules
- iv. International Standards: ANSI, ASME, ASTM, API,SA,NACE,ISO,DIN,EN, British Standard

4.8 OTHER CONDITIONS:

- A. The CONSULTANT shall perform the work under this CONTRACT with diligence and conforming to the best international practices available in this area.
- B. The CONSULTANT shall perform their obligations conforming to rules, regulations and procedures prescribed by law.
- C. The consultant shall take approval/concurrence from HOGPL on major and critical issues e.g. Design Basis, P&IDS etc.

- D. There may be minor changes in scopes during the implementation of the project. The consultant shall not be entitled for extra payment for the same.
- E. The CONSULTANT shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
- F. The CONSULTANT shall provide approved drawings etc. well in time to the contractor for commencing and proceeding with the work as per agreed schedule.
- G. The bidder is required to submit all the documents as required in the questionnaire attached with tender document.
- H. HOGPL Scope: Giving Approvals on Design basis and all major documents, stage wise approvals for procurement, issuance of LOI, Purchase orders, execute agreement with vendors/ contractors, Releasing of payments as per PO / WO terms, opening of Letter of Credits in favour of vendors etc. for all cases.
- I. Any activity required to be carried out for completion of the project though not specifically mentioned in the tender document shall be carried out at no extra cost to HOGPL.
- J. All assistance required by HOGPL (viz: but not limited to preparation of drawings, documents, reports etc.) for obtaining permissions and clearances from statutory authorities shall be performed by the consultant at no extra cost to HOGPL. However, EPMC shall be follow up for getting permissions/ approvals etc. as required for completion of all works through route survey agency or through pipeline laying vendors as deemed fit.
- K. The consultant shall be responsible to prepare daily, weekly, fortnightly & monthly progress reports of the Project in approved formats
- L. The consultant shall attend (& contribute) to Project & Construction Review meetings taken by HOGPL management at Project/ Corporate/ Site offices of HOGPL and also at Vendor's/ Contractor's offices from time to time for expeditious completion of the project within the quoted lumpsum price only, which shall be participated at appropriate level by EPMC.
- M. The consultant shall put in requisite efforts to achieve accelerated time schedules for project completion, if so required, at no extra cost to HOGPL
- N. EPMC's primary responsibilities, however not limited to, for arbitration cases till the final award of arbitration:
 - i.Examining & providing reply of claims etc.
 - ii.Participation in arbitration proceedings.

5. HOLIDAYS AND WORKING HOURS:

The AGENCY shall deploy the required personnel to provide the requisitioned SERVICES on monthly basis, unless requisitioned for a shorter duration. These personnel shall be entitled to one weekly off; to be scheduled by the AGENCY in consultation with the respective EIC of HOGPL, as well as Closed Office days as per the HOGPL Holiday List prescribed for the respective year. They shall observe 8 hours of working per day excluding half hour of lunch break, to be scheduled by the AGENCY in consultation with the EIC of HOGPL, including working in shifts of 08 defined working hours. Generally, the working hours would be in accordance with those applicable to employees of HOGPL 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.

6. INSTRUCTIONS TO AGENCY:

Upon coming into force of this CONTRACT, AGENCY shall designate a competent authorized representative acceptable to HOGPL to represent and act for and on behalf of AGENCY in all matters concerning performance of SERVICES and shall inform HOGPL 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 HOGPL shall be deemed to be given to AGENCY. AGENCY may change its authorized representative by so advising HOGPL 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 2025. 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 (OSHC) 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 \(OSHC\)](#)

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

The Agency should have a valid license issued in its favour by the Competent Authority as provided under the Contract Labour (R&A) Act, 1970 in case the Agency employs / is required to employ more than 20 personnel.

The Agency shall have its own PF code no. with the RPFCA 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 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 HOGPL 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 HOGPL for any action brought against it for violation,

noncompliance of any act, rules & regulation of centre / state / local statutory authorities.

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. HOGPL shall have no liability whatsoever in this regard. Only variation in the statutory payments shall be borne by HOGPL.

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.

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

HOGPL 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 HOGPL 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 HOGPL indemnified against all loses, damages and claims arising thereof.

HOGPL 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 HOGPL due to its ignorance of any Applicable Law.

The Agency shall be solely responsible and indemnify HOGPL 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 HOGPL while at the

site/ work. Agency has to strictly adhere to the guidelines/ instructions issued from time to time.

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

Agency is required to cover all resources deployed by him with the following insurances / schemes:

Sl. No.	Scheme	Applicability	Premium/ Contribution	Sum Assured/ Benefits	Remark
1	The Employees' State Insurance Act, 1948	Applicable to all resources of the Contractor (within ESI wage limit) working in notified area.	3.25% of wages by employer 0.75% of wages by employees	Benefits under the Employees' State Insurance Act, 1948.	
2	The Employees' Compensation Act, 1923 (in lieu of ESI – mentioned at Sl.1)	Applicable to Excluded employees under ESI and those who are working in non-notified area to extend similar benefits as available under ESI Act, 1948	Premium to be calculated considering wage limit under EC Act, 1923 (i.e. Rs.15,000/- p.m currently)	Maximum Compensation Liability under Employee's Compensation Act, 1923 along with a Medi-claim Floater policy with a coverage of Rs. 3 Lakh s per Resource covering His/her spouse and two children	Provide s compensation and medical facility to resources.

7. COMPLIANCES UNDER VARIOUS LABOUR LAWS:

The Agency 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 Agency is drawn to the following obligations amongst others:

- ❖ 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)

Minimum Wages:

- a. During the tenure of the contract, the Agency 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

Payment of Wages:

The Agency 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 HOGPL. After disbursement of wages, the representative of the Agency and EIC/ authorized representative of HOGPL 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.

Payment of Bonus:

Agency shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 / Code on Wages, 2019 (after it comes into force). Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs.7000/- per month whichever is higher.

The rate shall be subject to amendments made from time to time to the legislation. Payment of Bonus / ex-gratia (if Bonus is not applicable) shall be made preferably before Deepawali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract. For service contracts, the payment towards the bonus / ex-gratia (made on yearly basis) shall be released / reimbursed to the Agency, after submission of proof of payment. No reimbursement shall however be applicable in works contracts.

❖ Leaves/ Leave with wages/ Holiday:

The Agency shall comply with all the applicable leave Rules including leave with wages in terms of applicable Labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965.

The Agency 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 Factories Act, 1948 / 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 Agency.

❖ The Employees' Provident Fund & Miscellaneous Provisions Act 1952:

The Agency shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.

The Agency 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.

The Agency 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 HOGPL. 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.

PF is mandatory irrespective of the number of resources deployed by the Agency 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 Agency towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs.15,000/- currently).

In case, the Contractor deploys any "International Worker", the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the "International Workers" and must register on the International Worker Portal of EPFO.

❖ **The Employees' State Insurance Act, 1948 (If applicable and as per prevailing rates):**

The Agency shall have his own ESI code No. allotted by Employees' State Insurance Corporation (ESIC) as required under the Employees' State Insurance Act, 1948.

The Agency has to arrange Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card for the resource(s) engaged by him from the Corporation.

❖ **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 Agency is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the maximum compensation liability as per the provisions of Employees' Compensation Act, 1923. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the Compensation Liability under Employee's Compensation Act, 1923 along with Medi-claim Floater Policy with coverage of Rs.50,000/- per resources.

❖ **Group Personal Accident Insurance Policy:**

The Agency is required to take a Group Personal Accident Insurance Policy with coverage of Rs. 1 Lakh s (covering death, permanent disability + partial disability) per resource for the entire period of contract covering all resources deployed under the contract.

❖ **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 Agency. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from HOGPL.

❖ **The Contract Labour (R&A) Act, 1970:**

The Agency 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.

The Agency 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.

The Agency shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Agency should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.

The Agency 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.

It shall be the duty of the Agency to ensure the disbursement of wages to resource(s) 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 HOGPL initially and Agency shall simultaneously arrange for opening the bank account of each contract labour deployed by the Agency

In case, the Agency 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. Further, HOGPL 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 Agency and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Agency either by deduction from any amount payable to the Agency under any contract or as a debt payable by the Contractor.

8. RESPONSIBILITIES OF THE AGENCY:

- a) The Agency shall be solely responsible and indemnify HOGPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
- b) The Agency shall indemnify HOGPL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
- c) The Agency shall indemnify HOGPL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against HOGPL

- d) The Agency shall also indemnify HOGPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- e) All resources deployed by the Contractor are deemed to be on the rolls of the Agency.
- f) **Age:** No resource below the age of 18 years shall be deployed by the Agency for the execution of the contract. However, the maximum age of the resources deployed under the contract would be 60 years subject to medical fitness.
- g) The resources to be deputed/ deployed by the Agency shall observe all security, fire and safety rules of HOGPL while at the site/work. All existing and amended safety / fire rules of HOGPL are to be followed at the work site by the Agency and its deployed resource(s).
- h) **Personal Protective Equipment / Safety Kit etc:** Agency shall ensure adequate supply of personal protective equipment / Safety Kit etc as mentioned in the Scope of Work to all such resources deployed.
- i) In case of accident, injury or death caused to the resource(s) 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 / deceased. Agency shall indemnify HOGPL from such liabilities.
- j) Agency shall provide proper **Employment cards (FORM XII)** for the resource to be deployed by him, duly signed by the authorized person on behalf of Agency.
- k) The Agency shall issue **Identity cards** in his firm's name to the resource deployed.
- l) Discipline of the resource(s) during discharge of duties must be regulated by the Agency.
- m) While confirming to any of these conditions, the Agency must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.
- n) The Agency shall always ensure the KYC of the contract workers in EPFO portal during the period of the contract and submit a proof of the same to the Engineer- in- charge periodically.
- o) The Agency shall ensure that the nomination of contract worker deployed by him under the said contract is duly updated in EPFO portal periodically. –

p) Police Verification:

The Agency (including his sub-Agencies/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by the Agency in HOGPL 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 Agency is advised not to deploy any resource having past criminal record in the establishment/premises of HOGPL under this contract awarded to him.
- c) In the event of violation of above clauses at (a) and (b), the Agency will be solely responsible for the same.
- d) If any such resource(s) having criminal record is deployed by the Agency in the premises of HOGPL and has come to the notice of HOGPL at any point of time, the Agency 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 HOGPL.

q) Records and Registers:

Maintenance of records and registers

1. The Agency is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:

- a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
- b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017
- c) Labour Codes (after they are made effective by Government of India)

2. The Agency has to maintain the following (but not limited to) Registers/ Forms/Reports/ Returns at all times:

- a) Employee Register in FORM A (to be replaced by FORM – IV of Code on Wages- 2019 after it comes into

force)

- b) Wage Register in FORM B (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019 after it comes into force)
- c) Register of Loan / Recoveries in FORM C
- d) Attendance Register in FORM D
- e) Register of rest/leave/leave wages in FORM E
- f) Copies of Wage Slips in FORM XIX (to be replaced by FORM – V of Code on Wages-2019, after it comes into force)
- g) Copies of Employment Card in FORM XII

3. Documents to be submitted by the Agency to HOGPL Official at various stages during the contract tenure.

a) Immediately after issuance/receiving of Letter of Intent (LOI) /Work Order:

Details as required for issuance of FORM - VII (Notice of Commencement of Work)

- i. Application for issuance of FORM –III (Form of Certificate by Principal Employer) for obtaining Labour License from Licensing Authority for engaging 20 or more resources.
- ii. Copy of FORM - VI (License) before commencement of work if 20 or more resources are engaged.
- iii. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
- iv. Copies Insurance Policy(ies) as mentioned at Annexure-iv
- v. Copy of Labour Identification Number (i.e. LIN) Registration done in Shram Suvidha Portal of Govt. of India.
- vi. Copy of registration under the building and other construction workers (RE&CS) Act, 1996 in case the contractors deploy ten or more building workers in any building or other construction works.
- vii. Copy of registration under the building and other construction workers (RE&CS) Act, 1996 in case the contractors deploy ten or more building workers in any building or other construction works.

At the time of submission of monthly bills

- i. Copy of Employee Register in FORM – A under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by FORM – IV (of Code on Wages-2019, after it comes into force).
- ii. Copy of Wage Register in FORM – B under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019, after it comes into force) duly certified by authorized representative of the Contractor and authorized person in HOGPL certifying as “Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence (date)at (place)” along with copy of bank statement duly certified by bank and copy of online transaction statement against each resources with details of name, account number amount paid & date of payment as proof of Cashless Transaction / Payment of wages through e-banking/digital mode.
- iii. As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the Agency shall submit copies of the Separate e-Challans / ECR, bank receipts/bank statement in respect of resources deployed in HOGPL in the previous month in this contract. The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.
- v. Copy of Wage Slips in FORM XIX
- vi. Proof of deposit of Cess under the building and other construction workers welfare Cess Act,1996 (if applicable)

b) At the time of closure of contract

- i. Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying HOGPL from all liabilities w.r.t. the resource engaged by the Agency regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Format for Indemnity Bond is as per Form F-19

- ii. Copy of the Wage Register in FORM – B (to be replaced by FORM-I of Code on Wages-2019 after it comes into force) for the last month.
- iii. Copies of Service Certificates issued to resources in Form VIII
- iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.
- v. Details as required for issuance of FORM - VII (Notice of Completion of Work)
- vi. Copies of FORM-C & FORM –D under the Payment of Bonus Act 1965 as proof of payment towards Bonus.
- vii. Copy of proof towards release of Leave Encashment
- viii. Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.
- ix. Proof towards KYC compliance on contract workers.
- viii. Proof of deposit of total Cess under The Building and other Construction Workers' Welfare Cess Act, 1996, (if applicable) with final assessment from respective Cess collector (s).

c) Verifications of bills and documents submitted by the Agency:

Before certifying/verifying the running/ final bill/invoice of the Agency, the designated HOGPL Official of the respective contract of HOGPL, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Agency. In case the information furnished by the Contractor is found to be incorrect, HOGPL shall take appropriate action against the Agency under relevant conditions as available in the tender document.

9. PENALTIES:

- a) All deployed personnels shall be provided with PPEs by agency and such personnel shall wear PPEs at the site. In the event of non-compliance, penalty of Rs.500/- per instance /per personnel shall be levied.
- b) Penalty of Rs. 500/-per instance/per personnel will be imposed if the personnel doesn't attend the mentoring session/trainings unless and until proper and valid justification is furnished.
- c) Failing to provide the replacement personnel within 7 days in case of discontinuity of service of deployed personnel, Penalty of Rs. 1000/- per day per personnel shall be levied.
- d) **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:

- e) **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.
- f) **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.