

Section-III- Special Conditions of Contract (SCC)

SPECIAL CONDITIONS OF CONTRACT

1. Special Conditions of Annual Rate Contract shall be read in conjunction with the General Conditions of Contract, Scope of Work, Drawings, Schedule of Rates and any other documents forming part of this Contract, wherever the context so requires. Notwithstanding the subdivisions of the document 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.
2. Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract, then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provision of the General Conditions of Contract only to the extent such repugnancies or variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.
3. Definition:
 - a. HNGPL: "Haridwar Natural Gas Private Limited"
 - b. HCV: "Heavy Commercial Vehicle" with pay load capacity of 10 Tons suitable for 4500 WL-Type1 or 9000 WL Capacity Type-3 or 4 Cascade
 - c. LCV: "Light Commercial Vehicle" with pay load capacity of 6.5 Tons suitable for 3000 WL Capacity Cascade
 - d. Vehicle: "Vehicle" referred in the tender document means HCV or LCV as per requirement of Tender.
 - e. OLS: "Online station"/ "Mother Station"
 - f. DBS: "Daughter Booster Station"
 - g. DS: "Daughter Station"
 - h. CNG: "Compressed Natural Gas"
 - i. ARC/ Contract: "Annual Rate Contract" means the proposed contract for hiring of commercial vehicles (HCV / LCV) for transportation of CNG through cascades to DBS/ DS.
4. Wherever it is mentioned in the specification that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the Value of Contract shall be deemed to have include cost of such performance and provisions, so mentioned.
5. The contractor shall supply the vehicle with drivers on 24 hrs basis, in all weathers, as per the time/ duration indicated in the schedule of rates.
6. The rates quoted by the contractor for Fixed charges shall be on monthly basis in the Schedule of Rates. The rates thus quoted shall include all the charges not limited to remuneration of the Driver, Uniform of Drivers, fuel charges (Upto minimum kms travel per month), Repair & Maintenance, parking charges, etc., but exclusive of Toll Charges which shall be paid on actuals based on documentary evidences. Subsequently documentary evidence will not be mandatory. However, same shall be required again if there are any changes in toll amount due to any reason, on instruction of EIC
7. CNG cascade mounted on Commercial Vehicles shall be filled from Mother Station(s) and gas

will be unloaded at daughter booster stations/ daughter stations. The details of the distances of the DBS/ DS stations from the respective Source Stations are provided as Annexure. The indicative requirement of the vehicles (HCV / LCV) under this contract and expected extra running kms are as follows:

S. No	GA	Estimated vehicle (no. of LCV)	Estimated Extra Running Kms
1	HARIDWAR	08	86400
	Total Vehicles	08	86400

NOTE: Above estimated vehicle quantities and extra running kms figures are tentative and may vary as per site requirements. Also, the deployment shall be in scattered manner based upon HNGPL's requirement and will be deployed within 3 years from the date of LOA at the discretion of HNGPL. In case, deployment after 3rd year, it shall be done with mutual consent of HNGPL and Contractor at the same terms and conditions of this contract and upto the validity of Contract period.

7. As per requirement of HNGPL, deployed vehicle in one GA can be diverted to another existing/ New GAs within the same region at the discretion of HNGPL. Further, LCV vehicle from one GA to another existing/ new GA (in different region) can also be diverted as per HNGPL's requirement with the consent of Contractor at the same terms & conditions during the contract period.
8. The contractor shall make his own arrangements for repair/ maintenance/ fueling of the vehicles and lodging & boarding of his staff.
9. The contractor shall have to provide sufficient money to the driver on regular basis to meet the contingent requirement and Fuel charges etc.
10. The contractor shall provide proper uniform to all the drivers engaged by him. All personnel of the contractor entering on work premises shall remain properly and neatly dressed up and shall wear cotton uniform, safety shoes, badges (identity card) while working on premises of the company including work sites. In case the contractor does not provide any of the above, Engineer-in-charge has the right to withhold payment in full or part. Decision of engineer-in-charge regarding amount to be retained is binding on the contractor. The TREM CARD shall always be available with the vehicle.
10. Bidder will be allowed to have one day (24 hours) off for each vehicle in a calendar month for maintenance with prior permission of EIC and preferably it will be carried out in week days. The unused period out of 24 hours can be carried forward for next month. The maximum period of accumulation will be 48 hours in a month. In case same is not availed, only 24 hours out of unused 48 hours will be further carried forward to the next month. An additional two days per vehicle for each year will be allowed for fitness check (based on documentary evidence). Bidder has to submit copy of fitness test in support of their claim along with invoice.
11. The vehicles provided by the contractor shall have a comprehensive insurance plan, including 3rd party insurance, for the vehicles and shall keep such insurance cover in force at all time. Insurance of the Cascades (including CNG gas within) provided by HNGPL shall be in the scope of HNGPL.
12. Vehicles will be used for seven days in a week i.e. Monday to Sunday throughout the contract period. For Gazetted Holidays/Sundays, no extra charges shall be payable.

13. PERIOD OF RATE CONTRACT AND MOBILIZATION PERIOD

- a. The vehicles shall be deployed for a period of 03 years from the date of FOA/ LOA. Further the contract period may be extended for one more year on the same rates, terms

and conditions on the sole discretion of HNGPL. The tentative quantity of HCV/LCV Months for this period is given above at relevant clause, however, the quantities may increase or decrease as per site requirements. The vehicles may be deployed in phase wise manner as per the requirement within the contract period. A separate intimation shall be given by EIC to deploy each vehicle and the mobilization time shall be given separately for each vehicle.

- b. After award of annual rate contract, the contractor shall deploy the required CNG fueled vehicle which should not be more than three (03) years old at the time of deployment. The vehicle to be deployed should be in compliance to the pollution norms of the particular GA/ state where it is being operated (BSVI as per requirement). The vehicle (s) to be deployed within 04 Weeks from the date of intimation of requirement from EIC, and there shall be a provision of penalty for any delay in deployment of vehicle as per penalty clause of SCC. To meet the exigencies during the contract changeover period, the vendor may provide substitute vehicles (Not older than 2021 Year model) within 02 Weeks from intimation of requirement till the regular vehicle is deployed.
- c. Fitting of cascades (to be issued by HNGPL) and other prerequisites for deployment shall be done within these allotted days, as the case may be, as mentioned above. All charges towards fitting of cascades on vehicles shall be borne by the Contractor.
- d. The contractor shall submit schedule of deployment of vehicle / vehicles within 10 days of date of intimation of deployment of vehicle from EIC. The schedule shall be supported with the documentary proof. The contractor must have ownership of at least 80% of vehicles out of the total awarded quantity; however, contractors may hire balance quantity of vehicle through long-term hire contract basis from other transporter, however, overall responsibility will lie with the main contractor only. Contractors may require showing original documents of the hired vehicle(s) to HNGPL for verification. Each vehicle shall be fitted with a speed governor, two earthing connections and spark arrestor on engine exhaust. Vehicle provided shall be in compliance with necessary statutory requirements. The contractor is required to ply vehicles in the states/ GAs as per detail given in tender, thus vehicle with permission to run accordingly are required for this purpose.

- e. The mobilized fleet shall be of a design approved by Chief Controller of Explosives and provided with wheel jack, tool kit, two traffic cones, reverse gear buzzer and spare wheel in good condition. HNGPL may depute their representative for inspection of condition of vehicles and contractor has to maintain vehicles to the satisfaction of HNGPL.
 - f. Turning radius of vehicle should be as per industry practice. As per availability of cascades and operational requirement, HNGPL may install lower capacity cascades also.
 - g. Deployed Vehicle should be fitted with good quality CCTV camera in the driver's cabin for monitoring & recording of the Driver's behaviour during driving, with a full view of the cabin. Camera shall have the facility to store the recording of last 48 hrs. It is the responsibility of the bidder to maintain the CCTV camera in working condition at all time. Driver/ bidder's representative has to produce the recording of Camera, whenever it is demanded by HNGPL's representative/ EIC of the contract. In case of Non-functionality of the camera or non- availability of recording, Penalty shall be imposed as per Penalty clause.
 - h. There shall be provision of Exit Clause/ de-hiring of 40% of vehicles per year after 1 year of deployment. De-hiring would be done at a notice period of 3 months.
14. The vehicle shall be deployed for the services of HNGPL under the scope of this contract after due submission and verification of all related documents of the vehicle. The contractor shall not change the vehicle once deployed till the end of the contract except for the period due to breakdown and service/ repair etc.
15. The rates quoted under monthly fixed charges shall be firm and HNGPL shall not entertain any claim of whatsoever nature for increasing the charges during the course of the contract.
16. **PRICE ESCALATION/ DE-ESCALATION:** On cumulative increase/ decrease of CNG fuel price equivalent to Rs 1.0 or more than Rs1.0 from base price, CNG escalation/ de-escalation would be given as per following clauses:

16.1 Price Escalation/ De-escalation Clause for CNG driven vehicle:

- 16.1** Monthly hiring charges should be quoted considering the base rate of CNG as Rs. 96 per kg of CNG. The fluctuation in CNG retail selling rate will be considered as escalation/ de-escalation and will be applied accordingly from base rate. The methodology of calculation of CNG escalation/ de-escalation amount shall be as follows:
- 16.1.1 On cumulative increase/ decrease of CNG fuel price equivalent to Rs 1 or more than Rs 1 from base price, CNG escalation/ de-escalation would be given, considering vehicle running average of 5 Kms per Kg on CNG.
 - 16.1.2 Subsequently, cumulative increase/ decrease of CNG fuel price equivalent to Rs 1 or more than Rs 1 from this new price would entail revision in CNG escalation/ de-escalation, considering vehicle running of 5 Kms per Kg on CNG.
 - 16.1.3 The revised CNG rate applicable on the seventh day of every month shall be considered for

calculation of Fuel Escalation/ deescalation for that particular calendar month.

e.g. (a) for CNG, Base Price: Rs 96 per kg

CNG PRICE REVISION	CNG ESCALATION/ DESCALATION ON PER KM PER VEHICLE (Rs)	REMARKS
1 st increase of Rs 0.90 per kg	NIL	Increase is less than Rs 1
2 nd increase of Rs 1.40 per kg	$(0.90+1.40)/5 = 0.46$	Cumulative increase is equivalent to Rs 1 or more than Rs1 from base price
3 rd increase of Rs 0.50 per kg	0.46	No Revision as incremental increase is less than Rs 1
4 th increase of Rs 1.10 per kg	$0.46+(0.50+1.10)/5=0.78$	Cumulative increase is equivalent to Rs 1 or more than Rs 1 from new price

Escalation/ De-escalation shall be applicable on total running kms including minimum kms in fixed charges.

16.2 Base/ Monthly Rate of CNG

- 16.2.1 Monthly hiring charges shall be quoted considering the Base rate of fuel (CNG) as Rs. 96 per kg.
- 16.2.2 CNG Fuel: For subsequent calculations of escalation/ de-escalation for per running km rate, the prevailing rate of CNG as on 7th day of particular month in particular GA shall be considered. Wherever CNG station is not operational in a particular GA, the CNG rate (prevailing rate as on 7th of particular month) of the nearest GA (may or may not be of HNGPL) will be considered.

17 GENERAL INSTRUCTIONS TO BIDDERS

- 17.1 **Bidder must submit the valid Certificate of Registration as per “Carriage by Road Act 2007” before deployment of First vehicle in respective GA to EIC of the Contract.** This certificate shall remain valid during the currency of contract. In case of any renewal, contractor shall take timely action to get it renewed before expiry of the existing certificate and submit the same to the EIC, failing which contract is liable to be terminated at the sole discretion of HNGPL.
- 17.2 A Joint program of execution of work shall be prepared by the Engineer-in-charge and CONTRACTOR. This program will take into account the time of completion mentioned above.
- 17.3 The contractor shall allow weekly rest to his workmen and daily working hours will be fixed as per relevant Act/ Law/ and rules made there under. However, no work shall be left incomplete/ unattended on any holiday/ weekly rest. The contractor or his authorized representative shall interact with site Engineer of HNGPL Limited daily for smooth movement of the transport services.

- 17.4 Contractor has to ensure the safety of man and machine all the times. The contractor shall remain at all times liable to HNGPL for any loss or damage caused to any building, plant machine, of HNGPL due to careless, negligent, inexperienced act of default of the contractor, his agents, representative or employees. HNGPL shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amount payable hereunder to the contractor the cost of repairs or the amount of loss or damages.
- 17.5 The contractor will be liable for any loss or injury to HNGPL employees/ agents due to careless, negligent, inexperienced act or default of the contractor, his/ her agents/ representative or employees.
- 17.6 Regarding work completion, the decision of the engineer-in-charge shall be final.
- 17.7 The contractor shall make his own arrangement at his own cost, to provide all facilities like accommodation and transport and mobile phone etc. to his workmen.
- 17.8 Contractor shall maintain proper record of his working employee attendance and payment made to them.
- 17.9 The contractor will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by HNGPL.
- 17.10 The rates quoted by the bidder must be inclusive of all statutory levies on the vehicles, contractor share of P.F., ESIC, Bonus, Leave Encashment and vehicle insurance charges, contractor profit, repair & maintenance cost of the vehicles, license permits and any other expenditures like road tax, etc.
- 17.11 It will be the responsibility of the contractor to maintain applicable statutory regulations, duty hrs of driver as per motor vehicle act, pay the salary, and other statutory payments as per the minimum wage Act, Factory act and any other applicable act.
- 17.12 Any failure on the part of the Owner at any time to enforce the strict observances of the performance of any of the term(s) and condition(s) or rights, shall not effect or deprive the owner to exercise the same at any later date.
- 17.13 The work will be supervised by Employer's Engineer-In-Charge or his representative and the Contractor has to strictly adhere to his instructions.
- 17.14 The job mentioned under scope of work shall be carried out as per the work instructions, documentation and recommendation of the concerned EIC or his representative and as per the guidelines / directions given from time to time to the contractor by EIC or his authorized representative.
- 17.15 If the contractor fails to carry out job within the time stipulated and as per guidelines given by the EIC, HNGPL will have full right to get the job done by any other party at the sole risk and cost of the contractor as per the relevant clauses in General Conditions of Contract (GCC).
- 17.16 Personnel of contractor shall abide by the rules and regulations in respect of safety

& security of prohibited areas and follows the procedures laid down by HNGPL from time to time.

- 17.17 The contractor shall indemnify HNGPL Limited from any claim of the contract labours deployed by him in this contract.
- 17.18 For detailed Human resource deployment related Terms & Conditions and other statutory compliances, please refer the SCC Part-II to Part-V attached at the end of this section.

18.0 TERMS OF PAYMENT

- 18.1 The Quantities are tentative. Payment shall be released as per actuals vehicles deployed.
- 18.2 Payment shall be made for a particular vehicle from the date of deployment of the vehicle.
- 18.3 Monthly running bills to be submitted by the Contractor for verification and certification by Site-In-charge (SIC) at site. Subsequently, the bills will be duly certified by Engineer-In-charge (EIC) or a person authorized by him. Each invoice will be supported by requisite documents.

19.0 DOCUMENTS TO BE SUBMITTED/ PRODUCED ALONGWITH R.A. BILLS

- i) R.A. Bill.
- ii) Photocopy of the measurement book to be attached with R.A. Bills.
- iii) Monthly bill duly certified by the contractor or his authorized representative
- iv) Copy of e-banking wage sheet/bank statement duly certified by the contractor or his authorized representative.
- v) Copy of Register of Wages duly signed by the workers along with statement of the bank must be duly certified and signed by the contractor certifying that "Certified that the amount shown in the column No.---- has been paid to the workman concerned through e-banking on----- (date) at----- (place)".
- vi) Copy of Electronic Challan cum Return (ECR) and proof of e-payment for deposit of Provident Fund contribution with RPFC along with details of employees and Provident Fund A/C No.
- vii) Copy of Electronic Challan cum Return (ECR) and bank remittance slip duly certified by bank and vendor/ e-payment duly certified by vendor for the proof of deposit of ESI contribution with ESIC along with details of contributions of employees and employer etc. for the previous month
- viii) Copy of insurance policy of vehicle insurance.
- ix) Any other documents required as per the laws of the land

For details, also refer the SCC Part-II to Part-V attached at the end of this section.

20.0 MOBILISATION ADVANCE (M.A.)

There is no provision of any mobilization advance under this works contract.

21.0 CLEANING OF VEHICLE

The contractor shall take care for proper cleaning of vehicle daily up to the entire satisfactions of the Engineer-in-charge.

22.0 RULES & REGULATIONS

CONTRACTOR shall observe all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

23.0 FIELD INSPECTION

23.1 The contractor shall carry out required supervision and inspection as per quality assurance plan and furnish all assistance required by the OWNER in carrying out inspection from time to time. The OWNER shall have authorized representative who shall have free access to inspect the vehicles at all times.

24.0 DEDUCTION FROM CONTRACT PRICE

All costs, damages or expenses, which the OWNER may have paid, for which under the CONTRACT the CONTRACTOR is liable, shall be cleared by the CONTRACTOR. The OWNER may recover the amount, from the running bill of the CONTRACTOR under the Contract by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

25.0 DELETED

26.0 FITNESS CERTIFICATES OF VEHICLES

Bidders shall be required to submit valid Fitness certificates of the vehicles being used in transportation of goods, as the case may be. These certificates should indicate all data/results of the vehicles as required in relevant Standards.

27.0 EXECUTION OF MECHANICAL WORKS

The Contractor shall engage an approved mechanical agency for execution of mechanical works (i.e. mounting of cascade on HCV / LCVs). All equipment like cranes etc has to have a valid certificate from authorities.

28.0 ADDITIONAL WORKS/EXTRA WORKS

HNGPL reserves their right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency even though such works are incidental to and necessary for the completion of works awarded to the contractor.

In the event of such decisions taken by HNGPL, contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

29.0 INSPECTION OF VEHICLE

All inspections and tests shall be in accordance with the required specifications forming part of this contract. In compliance the vendor to provide to EIC for acceptance, either a copy of

Manufacturer's inspection (in case of new vehicle) or fitness certificates for vehicle. All costs towards testing etc. shall be borne by the contractor within their quoted rates.

30.0 The contractor shall submit the copy of all the valid documents of deployed vehicle i.e. Registration Book, Insurance Certificate, Fitness Certificate/ Manufacturer's inspection (in case of new vehicle), Receipts of Road Tax Paid, and Permit with all taxes to Works in Charge before deployment of the vehicle.

31.0 DELETED

32.0 The contractor shall indemnify the HNGPL against all losses / damages to its property caused to it on account of acts of the personnel deployed by him. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives, the cost for such damage/ loss to be recovered from the Contractor's running bill. Any third party loss of life or property resulted due to negligence of driver or fault of the vehicle shall be the responsibility of the contractor.

33.0 PENALTY

The following criteria also entitles for the imposition of penalties. In case, agency fails to provide the services during contract period or does not follow the tender conditions, penalty may be imposed as below:

33.1 In case of delay in deployment of the vehicle within the stipulated period (as per relevant / applicable clause) there shall be a provision of penalty @ Rs 1000 per day.

33.2 In case of unscheduled absence of service / vehicle / driver beyond allowed transit time (To & fro), following penalties shall be levied in following manner:

a) Penalty for non-availability of service due to any reason for more than one hour and till four hours is up to Rs 1000.

b) In case non availability of service exceeds four hours, additional penalty up to @ Rs 200 per hour for additional hour of non-availability of service will be imposed.

3.3 In case of scheduled/ informed absence of Vehicle due to maintenance, major breakdown, vehicle being taken away by traffic police, vehicle sent for fitness certification, accident; bidder will deploy alternate vehicle immediately with all equipment / devices (like GPS, speed governor, sling, ladder, spark arrester etc) as per contract terms & conditions and will inform HNGPL accordingly. Removal of alternate vehicle and resumption of original vehicle will take place with due information to HNGPL. In case, bidder is not able to arrange alternate vehicle, penalty over and above cumulative allowed time @ Rs 2000 per day per vehicle shall be levied. In addition to this, bidder will not raise invoice for the absence period and HNGPL will not release payment for the absence period.

Eg. If a vehicle with an available cumulative allowed time of 48 hours remains unavailable for 16 days without providing stand by vehicle. The penalty will be calculated as follows:

$(16 \text{ days} - 2 \text{ days}) \times 2000 = \text{Rs } 28000$

33.4 Bidder will be allowed to have Two days (48 hours) off for each vehicle in a calendar month for maintenance of vehicle with prior intimation. The unused period out of 48 hours can be carried forward for next month. The maximum period of accumulation will be 48 hours in a month. In case same is not availed, only 24 hours out of unused 48 hours will be further carried forward

to the next month. An additional two days per vehicle for each year will be allowed for fitness check. Bidder has to submit copy of fitness test in support of their claim along with invoice.

Eg. If a vehicle with an available cumulative allowed time of 48 hours remains unavailable for 16 days for want of repair after an accident. The penalty will be calculated as follows:
(16 days – 2 days) x 2000 = Rs 28000

- 33.5 GPS system should be available for monitoring at all the time and non-working of GPS for any vehicle will be construed as deviation in operation of vehicle. The bidder shall ensure 100% GPS system availability of each vehicle. The 100% availability means that the GPS should remain available for 24 hours on all days of the month. However, availability of less than 90% for a vehicle will not be tolerated and penalty of up to Rs 1000 per percentage reduction below 90% will be imposed to the bidder. The total GPS related penalty of a vehicle would not exceed 10% of monthly vehicle rental, however the penalty of 10% is not applicable in case contractor violates the penalty cap mentioned above for more than 3 months consistently. e.g., in case in a month if availability of GPS system of a particular availability system comes out to be 83% then a penalty of $(90-83) \times 1000$ or Rs 7000/= will be imposed for that vehicle.
- 33.6 Bidder to ensure that vehicle plies in safe manner and within a maximum speed limit as defined by local statutory authorities. For the purpose, bidder shall regularly check speed governor and monitor GPS system. HNGPL will impose penalty of Rs.1000 per instance on cases of vehicle plying beyond speed limits. Moreover, such cases shall be considered as “unsafe practice” and will be treated accordingly.
- 33.7 It is to be ensured by the bidder that the vehicle drivers are equipped with mobile communication at all point of time. In case the bidder fails to provide this facility, a penalty up to Rs.500/- per day per vehicle may be applied.
- 33.8 Proper filling of logbook is part of CNG transportation service. The document is a basis of invoicing and penalty calculation. Bidder shall ensure that its drivers fill log books in correct proper manner without making any cutting and erasing detail with correction fluid etc. Cases will be liable for penalty @ up to Rs 100 per instance.
- 33.9 Bidder to ensure that their drivers wear proper uniform and shoes as necessary by relevant clause. Cases of non-adherence of guideline will lead to penalty to bidder @ up to Rs 100 per driver per day.
- 33.10 If worker is found being involved in malpractice / misconduct, HNGPL shall impose a penalty of 3 times of the per day fixed charges rate on pro-rata basis. In case of misconduct / malpractice / inefficiency, decision of EIC shall be final.
- 33.11 The contractor has to disburse wages/salary to every worker deployed on or before 07th date of each month through e-banking to bank accounts of individual employee through any reputed bank. The agency must submit Proof of e-payment of wages along with RA bills. If salary is not disbursed to employees by 7th of every month, HNGPL may impose a penalty of Rs. 100/- per day per employee from the contractor’s corresponding month’s RA bill / any subsequent RA bill. Similarly, the contractor has to deposit PF Contribution (Employee plus Employer’s Share) by 15th of successive month, else HNGPL may impose a penalty of Rs. 100/- per day per employee from the contractor’s corresponding month’s RA bill/ any subsequent bill month’s RA bill. Also, the contractor has to deposit ESI subscription by 15th of successive month, else HNGPL may impose a penalty of Rs. 100/- per day per employee from the contractor’s corresponding month’s RA bill/ any subsequent month’s RA bill.
- 33.12 It may be noted by the bidders that HNGPL shall be free to deduct penalty even from the Performance Bank Guarantee.

- 33.13 The contractor shall ensure that deployed manpower shall not indulge in any type of destructive activities. Any loss of HNGPL property shall be recovered from the RA Bill and / or CPBG at the rate of 2 times the value of the damaged property.
- 33.14 Penalty of Rs. 100/- per incident against non-observation and non-compliance of statutory requirements and HSE.
- 33.15 Penalty of Rs. 2000/- per incident against Non-functioning of Camera during inspection or Driver is not able to produce the recording whenever demanded by EIC, shall be imposed. In case of consecutive 3 nos. of such incidences, bidder has to replace the camera or the erring driver/ representative, whichever deemed fit in discussion with EIC.
- 33.16 The total penalties (inclusive of all the penalties mentioned in tender) shall not exceed 20% of the invoice amount of the monthly RA Bill, excluding the special situation/ condition as mentioned in Clause 33.5 above i.e. for successive 3 months violation.

33.0 **SITE ACQUAINTANCE**

The bidders must visit the different locations and sites and study the same and get acquaintance of the working conditions before bidding for particular location/locations.

34.0 **DELETED**

35.0 **DEFECT LIABILITY PERIOD:** Not Applicable

36.0 The contractor shall be required to get insurance policies for its deployed personnel under statutory requirements such as Pradhan Mantri Suraksha Beema Yojna and Pradhan Mantri Jeevan Jyoti Beema Yojna on annual basis. The Policies are to be renewed each year for a period of one year till the duration of the contract. Further the contractor is to provide the copies of all such policies for all its contracted employees as and when required by EIC. Nothing extra on this account shall be payable.

37.0 **DELETED**

38.0 **TERMINATION:** HNGPL shall have the right to terminate the contract at any time during the contract period in case the following irregularities are observed:

- a. Undue & unreasonable delay in work completion.
- b. Failure in compliance of any laws/rules/regulations applicable to his business.
- c. Vehicles not following designated route and stopping at locations not designated for the purpose
- d. Unsafe practice
- e. Any fraudulent practice

39.0 **SOR items, Basis for calculation of Kms, Fuel escalation/ de-escalation**

- 39.1 The Bidder should quote for SOR items against Fixed charges for hiring of LCVs. Monthly hire charges per vehicle as quoted in Schedule of Rates shall include standard running of vehicle as mentioned in respective SOR items.
- 39.2 HNGPL does not guarantee any minimum extra running.

- 39.3 Extra KM (Beyond fixed KM per month): HNGPL shall pay for extra KM as per the rate arrived for respective SOR item through tendering process which shall be decided for all the vehicles plying in a particular GA on monthly basis on KM pooling basis. However, reconciliation of total running kms shall be done on Half yearly basis and in case, if there is any recovery for underutilization of vehicles below the minimum running kms, the same shall be made through monthly bill submitted in the month of reconciliation.
- 39.4 For working out additional KM reconciliation of KM run shall be carried out every six months and additional KM shall be arrived on the basis of running of vehicle for six months. For working out additional KM running beyond standard KM the calculation is to be done for all the vehicle of the bidder as a single lot plying in a particular GA (GA-wise) and not for individual vehicle. It means that the cumulative total KM of all vehicle of the bidder (plying in a particular GA) will be compared with total standard KM running of all vehicle (plying in a particular GA) for calculating additional KM/underutilized KM.
- 39.5 **The basis for the calculation of KMs:-**
Running kms of any deployed vehicle shall be based on actual Odometer running of particular vehicle after its deployment. Odometer readings of each deployed vehicle are to be provided/ submitted to respective EICs at regular intervals & in prescribed format as per EICs requirement.

40.0 “PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA:

The following provision shall be considered as a part of General Conditions of Contract-Services:

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT-wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org. It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of.

- i) *Seismic zone (II to V) for earthquakes,*
- ii) *Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)*
- iii) *Area liable to floods and Probable max, surge height*
- iv) *Thunderstorms history*
- v) *Number of cyclonic storms/severe cyclonic storms and max sustained wind specific to coastal region*
- vi) *Landslides incidences with Annual rainfall normal*
- vii) *District wise Probable Max. Precipitation.*

STANDARD CONDITIONS OF SCC: PART II

Compliances under various Labour Laws

The contractor has to fully comply with all applicable 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 other:

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 for general & 30.42 for shift pattern. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of HNGPL Ltd. 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 (monthly wages / number of days in the relevant month)

However, in case the resource has worked for less than 7 working days in a particular month, the payment of wages is to be made as per the actual number of days worked based on notified wage rate per day.

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 HNGPL Ltd. After disbursement of wages, the representative of the Contractor and EIC/ authorised representative of HNGPL Ltd. 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 / 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.7,000/- 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.

2. Leaves/ Leave with wages/ Holiday:

The Contractor 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 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 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 contractor.

- i. As per the **Factories Act, 1948 (if applicable)**:-Annual Leave with Wages @ 01 day for every 20 days of work performed by him in the previous calendar year becomes due.
- i. As per the **Shops & Establishment Act (if applicable)** : Privilege Leave not less than 15 days and Sickness/Casual Leave not less than 12 days (this provision may vary from state to state).
- ii. *As per the Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965 (if applicable)*: (a) three national holidays of one whole day each on the 26th January, 15th August and 2nd October (b) five other holidays on any of the festivals specified in the - Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leave and 14 sick leave in such manner and on such conditions as may be prescribed (This provision may vary from state to state).

3. 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 alongwith proof of payment/receipt*** in respect of resources engaged through this contract only, on monthly basis. **Common challans would not be acceptable in HNGPL Ltd.** The Contractor should submit copies of previous months EPF e-Challans / ECR alongwith 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).**
- e) 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.***

4. 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 Act, 1948.
- 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.

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

In case, the work place 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. 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 a coverage of Rs. 3 Lakhs per resource covering his/ her spouse and two children.**

6. Group Personal Accident Insurance Policy

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of **Rs. 5 Lakhs** (covering death, permanent disability + partial disability) per resource for the entire period of contract covering all resources deployed under the contract.

7. 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.

8. 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 the 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 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 HNGPL Ltd. 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 action as per the provisions of General Condition of Contract shall be taken.** Further HNGPL Ltd., 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 the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.
9. The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:
- a) The Factories Act, 1948 / The Shops & Establishment Act, 1948 (which ever applicable)
 - b) The Maternity Benefit Act, 1961
 - c) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
 - d) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
 - e) Contract Labour (R&A) Act-1970
 - f) Employees' Provident Fund & Misc. Provisions Act- 1952
 - g) Employees' State Insurance Act-1948
 - h) Employees' Compensation Act, 1923
 - i) Payment of Gratuity Act, 1972
 - j) Minimum of Wages Act,1948
 - k) The Payment of Wages Act,1936
 - l) The Payment of Bonus Act,1965

STANDARD CONDITIONS OF SCC: PART III
Responsibilities of the Contractor

1. The Contractor shall be solely responsible and indemnify HNGPL Ltd. 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 HNGPL Ltd. 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 HNGPL Ltd. from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against HNGPL Ltd..
4. The Contractor shall also indemnify HNGPL Ltd. 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 and above age of **58 years** shall be deployed by the contractor for the execution of the contract.
7. **Appointment/Nomination of supervisor:**
As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) 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.
8. A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.
9. The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of HNGPL Ltd. while at the site/work. All existing and amended safety / fire rules of HNGPL Ltd. are to be followed at the work site by the Contractor and his deployed resource(s).
10. **Personal Protective Equipment / Safety Kit and Liveries:** Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.
11. 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 HNGPL Ltd. from such liabilities.
12. 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 / HNGPL Ltd.'s Doctor.
13. No resource(s) or representatives of Contractor (including Contractor) are allowed to consume alcoholic drinks or any narcotics within the premises of HNGPL Ltd. (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. While engaging the resources, the Contractor is required to make efforts to provide an **opportunity to** candidates with experience of **apprentice training in HNGPL Ltd.** under the provisions of the Apprentices Act, 1961.
16. The Contractor is required to maintain all Registers and other records in an **office** within the premises of HNGPL Ltd. or at a place **within a radius of three kilometers.**

17. Contractor shall provide proper **Employment cards (FORM XII)** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.
18. **Gate/ Entry Pass or Authorization:**
Entry to the premises of HNGPL Ltd. is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.
19. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.
20. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.
21. **Police verification**
- 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 HNGPL Ltd.'s premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
 - Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of HNGPL Ltd. under this contract awarded to him.
 - In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.
 - If any such resource(s) having criminal record is deployed by the Contractor in the premises of HNGPL Ltd. and has come to the notice of HNGPL Ltd. 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 HNGPL Ltd..
22. 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.
23. 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 EIC.
24. The contractor shall ensure that the nomination of contract workers deployed by him under the said contract is duly updated in the EPFO portal.

STANDARD CONDITIONS OF SCC: PART IV

Compliance of Government of India Directives

1. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)

Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and

submit the proof of such insurance coverage to the satisfaction of HNGPL Ltd.. The cost has been included in the estimate mentioned in SOR and the Contractor shall submit evidence / proof to HNGPL Ltd. in this respect. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years during the period of the contract.

2. Labour Identification Number (i.e. LIN) Registration (Mandatory)

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in HNGPL Ltd.

3. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) / Aatmanirbhar Bharat Rozgar Yojna (ABRY) / Pradhan Mantri Garib Kalyan Yojana– if applicable

In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme. The Contractor shall inform HNGPL Ltd./Engineer in Charge about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s).

STANDARD CONDITIONS OF SCC: PART V

Records and Registers

1. Maintenance of records and registers

The Contractor 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 Contractor 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 Contractor to EIC at various stages during the currency of the contract

a) Immediately after issuance/receiving of Letter of Acceptance (LOA)

- i. Details as required for issuance of **FORM - VII (Notice of Commencement of Work)**
- ii. 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.
- iii. Copy of **FORM - VI (License)** before commencement of work if 20 or more resources are engaged.
- iv. Copy of **Provident Fund Registration Certificate** issued by concerned Regional Provident Fund Commissioner.
- v. Copy of **ESI Registration Certificate** issued by concerned ESIC.
- vi. Copies **Insurance Policy(ies)** as mentioned at *Annexure-iv*
- vii. Copy of **Labour Identification Number (i.e. LIN) Registration** done in **Shram Suvidha Portal** of Govt. of India.
- viii. Copy of registration under the Building & Other Construction Workers (RE & CS) Act, 1996, in case he employs ten or more building workers in any building or other construction work.

b) 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 **authorised person** in HNGPL LTD certifying as “***Certified that the amount shown in the column No has been paid to the workman concerned in my presence on-----(date) at (place)***” along with **copy of bank statement** duly certified by bank 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 Contractor shall submit copies of the **Separate eChallans / ECR**, bank receipts/bank statement in respect of resources deployed in GAIL 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.
 - iv. Dully filled in details as per **Annexure- i**.
 - v. Copy of Wage Slips in FORM XIX
 - vi. Proof of deposit of Cess under The Building and Other Construction Workers Welfare Cess Act 119 (If applicable).

c) **At the time of closure of contract**

- i. **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying GAIL from all liabilities w.r.t. the resource engaged by the Contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Format for Indemnity Bond is enclosed at **Annexure- ii**.
- 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** issue to resource 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.

4. **Verifications of bills and documents submitted by the Contractor**

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

Details in support of RA Bill for the Month of _____, 20__

Name of the Firm/Agency/Contractor _____

- (1) Nature of Contract: Job/ Service _____
- (2) Period of Contract: From _____ to _____
 - (a) Extension Period of Contract, if any from _____ to _____
 - (b) Place where contract workmen are working _____
- (3) Postal address of the Contractor: _____
- (4) Phone No. of the Contractor: _____
- (5) Fax No. and Email of the Contractor: _____
- (6) Name and Address of PF office from where EPF Code No. has been allotted: _____
- (7) EPF Code No. allotted by PF office: _____
- (8) Name and Address of ESIC office from where ESI Code No. has been allotted: _____
- (9) ESI Code No. allotted by ESIC office: _____
- (10) Labour License No. _____ dated _____
- (11) Validity period of Labour License from _____ to _____
- (12) Copy of Wage Register in FORM – B (to be replaced by FORM-I as per Code on Wages-2019, after it comes into force)
- (13) Details of deposit of contribution towards EPF:
 - a) EPF Challan No. _____ Amount _____ Date _____
- (14) Details of Deposition of contribution towards ESI
 - a) ESI Challan No. _____ Amount _____ Date _____
- (15) Whether any arrangement / agreement has been entered with any resource for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979: ____ (Yes / No)
If Yes, No. of such Inter-state Migrant Workers: _____

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

Annexure-iiINDEMNITY BOND

WHEREAS HNGPL Limited (hereinafter referred to as HNGPL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at 129 New Haridwar Colony, Behind Matrichaya Medical Centre Ranipur Mode, Haridwar- 249401 has entered into a CONTRACT with *<name of the Contractor>* Incorporated (hereinafter referred to as the ('CONTRACTOR')) which expression shall unless repugnant to the context include their legal

representatives, successors and assigns, having their Registered Office ----- for Rs. -----for *<NAME OF THE CONTRACT>* --- for a period of-----” and on the terms and conditions as set out, inter-alia in the Letter of Acceptance No. ----- and various documents forming part thereof hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

HNGPL has also requested the CONTRACTOR to execute an Indemnity Bond in favour of HNGPL indemnifying it from all consequences which may arise out of any Case filed by any Resources/ vendors/ sub- Contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of HNGPL for above works, which may be pending before any court of Law including Quasi-Judicial Authority, Competent Authority, Labour Court, Arbitrator, Tribunal etc. and the Contractor has readily agreed for the same.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified HNGPL from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to HNGPL forthwith, on demand, without protest the loss suffered by HNGPL together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with HNGPL that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of HNGPL arising from any such contract/case for which HNGPL has been made party until now or here-in-after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / Contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the Contractor.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

Annexure- iii

UNDERTAKING
(To be submitted along with un-priced bid)

I/We hereby undertake that I/We have completely understood the terms & conditions of the Tender including minimum resources required to be deployed and the cost involved thereof in deployment of resources.

I/We further undertake to ensure all compliances of the tender conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed HNGPL/owner is at liberty to take action in line with the tender conditions including termination of the contract.

Signature of Bidder

Name of Bidder

Annexure - iv**Summary of Insurance Policies**

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

Sl. No	SCHEME	APPLICABILITY	PREMIUM/ CONTRIBUTION	SUM ASSURED/ BENEFITS	REMARKS
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 Mediclaim Floater policy with a coverage of Rs. 3 Lakhs per resource covering his/her spouse & two children	Provides compensation and medical facility to resources.
3	Group personal Accident Insurance	Applicable to all resources of the Contractor	Based on the coverage	Insured value: Rs. 5 Lakh to cover expenses associated with any accident.	Death, permanent disablement, temporary total disability or any other medical expenses related to accident.
4	Pradhan Matri Suraksha Bima Yojana (PMSBY)	Eligibility – age group 18 to 70 years	Rs. 12/- per annum	Accidental death and permanent disability: (i) Permanent total disability – Rs. 2 lakhs. (ii) Permanent partial disability – Rs. 1 Lakh.	
5	Pradhan Mantri Jeevan Jyoti Bima Yojana(PMJJB)	Eligibility – age group 18 to 50 years. (can continue upto 55 years)	Rs. 330/- per annum.	Risk coverage – Rs. 2 Lakhs- in case of death due to any reason	

The Bidder undertakes that he has completely understood both financial and non-financial implications towards the statutory and non-statutory components involved in deployment of resources as per the tender document including Scope of work and Special Conditions of Contract (SCC) including:

- a) Standard Conditions of SCC Part-II, Part-III, Part-IV
- b) Standard Conditions of SCC Part V
