



**SECTION3:  
SPECIAL CONDITIONS OF CONTRACT**

The Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Schedule of Rates (SOR), Scope of Work (SOW) and any other document forming part of contract, wherever context so requires. Notwithstanding, the sub-divisions of the documents into separate sections, each part shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so. Where any portion of the SCC is repugnant to or at variance with any provision of the GCC then unless a different intention be deemed to override the provisions of the GCC only to the extent such repugnance or variations if the SCC as are not possible of being reconciled with the provisions of the GCC. In case of any contradictions, the decision of the Engineer-in-Charge (EIC) will be final and binding on the contractor.

## 1. INTRODUCTION

1.1 HNGPL (hereinafter referred as Employer or Owner or HNGPL), is supplying Piped Natural Gas (PNG) to domestic, commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in Haridwar GA (U.K).

## 2. BRIEF DESCRIPTION OF PROJECT AND DETAILS OF INFRASTRUCTURE:

2.1 The present project is related to Operation & Maintenance (O&M) of Steel / MDPE Pipeline Network and PNG connections for CGD networks in Haridwar GA (U.K). It is proposed to engage the services as per details furnished in this Bid documents. The brief details of existing infrastructure at different locations are given at Table – 1.

**Table -1**

<b>Description</b>	<b>Unit</b>	<b>Haridwar GA</b>
<b>Steel Pipe Line</b>	Km (Dia-inch)	36 ((4"/6"/8"/10"))
<b>MDPE Pipe Line</b>	Km (Dia-inch)	750 KM (20/32/63/90/125/180)MM
<b>DRS Installed</b>	Nos.	06
<b>Domestic Connection</b>	Nos.	20000
<b>Industrial Connection</b>	Nos.	25
<b>Commercial Connection</b>	Nos.	46

\* The said Infrastructure of CGD Network of Haridwar GA is under expansion.

## 3. BRIEF SCOPE

3.1 The scope includes carrying out the periodic maintenance of Steel & MDPE network and PNG connections installations, including functional checks, in order to ensure smooth functioning and to respond to emergency situation like third party damage to HNGPL assets, customer complaints, equipment breakdown etc. It is proposed to engage a service provider who shall be competent enough to execute repairs & maintenance of the network and various components of the installations.

#### **4. SITE VISIT**

- 4.1** The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.
- 4.2** The bidder or any of its personnel or agents will be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.

#### **5. DEPLOYMENT OF GPS FITTED O&M VEHICLE**

The registration of GPS fitted O&M Vehicles to be deployed for this contract should be in the name of bidders/Proprietor or name of bidder's firm.

#### **6. RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOR/ INDUSTRIAL LAWS:**

The contractor has to ensure all provisions of labour / Industrial laws as applicable from time to time for all respective installations such as Payments / related components to the human resources engaged in this contract as outlined in the Special Conditions of Contract in this document.

##### **6.1 Additional Responsibility of the Contractor:**

- 6.1.1.** The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund Employee Deposit linked Insurance and Employee Pension Scheme 1995.
- 6.1.2.** The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.
- 6.1.3.** The contractors shall submit the Electronic Challans cum Returns (ECR) along with bank receipts/ bank statement on monthly basis for the proof of depositing of PF contribution with Provident Fund Authorities and ESI contribution with ESI Authorities.

- 6.1.4. The contractor is required to obtain labour license under the provisions of Contract labour (R&A) Act, 1970 from the office of concerned ALC (Central), Ministry of Labour, Govt. of India.
- 6.1.5. The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, Workman Compensation Act 1923, Employees' State Insurance Act 1948 and other relevant acts, rules and regulations enforced from time to time.
- 6.1.6. The contractor shall be solely responsible and indemnify the HNGPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 6.1.7. The contractor shall indemnify HNGPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 6.1.8. No contract worker below the age of 18 years shall be deployed on the work.
- 6.1.9. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of HNGPL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to strictly adhere to the guidelines/instructions issued from time to time.
- 6.1.10. Contractor shall provide proper identification cards for his employees to be deputed by him for Services, duly signed by the contractor or authorized person on behalf of contractor.
- 6.1.11. Contractor has to deploy the personnel with no past criminal records. Also, the contractor has to provide police verification Certificates at the time of deployment for all the persons deployed by him.
- 6.1.12. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc, is violated. The contractor shall indemnify HNGPL for any action brought against him for violation, non-compliance of any act, rules& regulation of centre/ state/ local statutory authorities.
- 6.1.13. All existing and to be amended from time to time the safety/ fire rules of HNGPL are to be strictly adhered to.

- 6.1.14. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 6.1.15. Payment of wages (inclusive of minimum wage + 8.33% Bonus+ 8.33% Leave Encashment + 13% PF contribution) to the contract workers must be made through e-banking only. The Register of Wages duly signed by the workers along with statement of the bank must be duly certified and signed by both the contractor and EIC or his representative. Further, a copy of certified and signed duly stamped e-banking monthly wage sheet/bank statement must be submitted to EIC along with subsequent monthly bill. **HNGPL may ask to submit account statement of deployed person to verify the payment of wages received from contractor at any point of time during the entire period of contract.**
- 6.1.16. If owner/EIC receives any complaint regarding payment from any contract manpower, the owner/HNGPL may ask for his/her last six months bank statement and if complaint is found to be true, the contractor will be liable to a penalty as per penalty clause and a warning will be issued. If this happens more than once in a contract tenancy period then the contract may be terminated and contractor can also be blacklisted.
- 6.1.17. The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract labours engaged by him from the Corporation.
- 6.1.18. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / HNGPL, will terminate the contract immediately and may refer the case to police.
- 6.1.19. The contractor hereby agrees to indemnify owner/ HNGPL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority I statutory authorities against owner/ HNGPL.
- 6.1.20. The contractor is required to file Half Yearly Return in FORM XXIV before concerned ACL (Central), the Licensing Officer within 30 days from the end of Half Year.
- 6.1.21. The contractor shall be required to get insurance policies for its deployed personnel under **Pradhan Mantri Suraksha BeemaYojna, Pradhan Mantri Jeewan Jyoti Beema Yojna** and **Covid insurance policy with coverage of Rs. 5 lakh** per contract worker 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 both the policies for all its contracted employees to the EIC. Nothing extra on this account shall be payable.

**6.1.22. Payment through Aadhar Payment Bridge and Employment of AADHAR Card Holder:**

As per communication received from Ministry of Petroleum and Natural Gas vide letter dated 03.06.2013, Contractors are required to give preference to those contract workers who either have Aadhar Card or have applied for Aadhar Card or agreed to apply for Aadhar Card to establish their genuineness and payments may be made to them through Aadhar Payment Bridge to the extent possible.

**6.1.23. Labor 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, employee/ contract worker 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 Labor Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in HNGPL.

**6.1.24. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY):**

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.

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

6.1.26. The contractor shall indemnify HNGPL against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.

6.1.27. The contractor shall also indemnify HNGPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.

6.1.28. All personnel deployed by the contractor should be on the rolls of the contractor and the contractor shall issue Employment / Identity cards to them.

6.1.29. **Appointment/Nomination of supervisor: -**

As a part of the contract, the contractor is required to appoint/nominate his own **site In- charge/site manager** who will supervise and manage day to day O&M jobs as per site requirement and technical specification.

**The manager/ site in-charge** shall be **stationed in Haridwar GA** and no extra payment shall be made to the contractor for providing a site In-charge/site manager.

Accordingly, the contractor has to give in writing the name and contact details of the site In-charge /site manager to the Engineer-in-charge. A copy of the same may also be sent to HR In-charge and Security In-charge for records.

- 6.1.30. A copy of the work order should be submitted to the Security Department by the contractor /his representative or Site In-charge/manager for facilitating the movement of men, machine and materials involved in the contract.
- 6.1.31. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of HNGPL while at the site/work. All existing and amended safety / fire rules of HNGPL are to be followed at the work site.
- 6.1.32. In case of accident, injury or death caused to the contract workers 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 from such liabilities.
- 6.1.33. The contractor shall not deploy any person suffering from any contagious or infectious disease. The contractor shall get the deployed contract workers examined from a **civil Govt. Doctor**.
- 6.1.34. While engaging the contractual resources, the contractor is required to make efforts to provide opportunity of employment to persons belonging to Schedule Caste, Schedule Tribe and Other Backward Caste in order to have a fair representation of these sections.
- 6.1.35. While engaging the contractual resources, the contractor is required to make efforts to provide an opportunity to apprentices, who have completed their apprentice training in HNGPL under the provisions of the Apprentices Act, 1961.

- 6.1.36. The CONTRACTOR shall provide and maintain an office within the precincts of the work place or at a place within a radius of five kilometres from HNGPL office and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all-time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time. The contractors has to maintain and preserved all registers, other records and necessary equipments required for carrying O&M jobs in his office.
- 6.1.37. Contractor shall provide proper Employment cards (FORM XII) for the contract labour to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.
- 6.1.38. **Police verification:**
- 6.1.38.1. The Contractor/Agency (including his sub-contractors/Petty Contractors etc) will undertake police verification in respect of the contract workers engaged by him in HNGPL premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
- 6.1.38.2. Further, the Contractor/agency is advised not to deploy any person having past criminal record in the establishment/premises of HNGPL under this contract awarded to him.
- 6.1.38.3. In the event of violation of above clauses at 6.1.40.1 and 6.1.40.2, the contractor/agency will be solely responsible for this.
- 6.1.38.4. If any such worker having criminal record is deployed by the Contractor/Agency in the premises of HNGPL and has come to the notice of HNGPL at any point of time, he will be removed by the Contractor/Agency forthwith, failing which that particular worker of the Contractor/Agency will not be allowed to enter into the premises of HNGPL.
- 6.1.38.5. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc is violated.
- 6.1.39. **The following documents shall be submitted by the Agency/contractor to the Engineer In- Charge at various stages during the currency of the contract:**
- a) **Immediately after issuance/ receiving of Fax of Acceptance (FOA)/ Letter of Acceptance (LOA):**



- i. Application for issuance of Form –V for obtaining Labor License from Licensing authority for engaging 20 or more contract workers.
- ii. Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
- iii. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
- iv. Copies of Appointment Letters to the persons to be engaged in HNGPL by the contractor.
- v. Copies of Employment/Identity Card issued by the contractor for the persons to be engaged in HNGPL.
- vi. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
- vii. Copy of FORM 5 submitted by the contractor to Regional Provident Fund Commissioner in respect of contract workers who are eligible to become members of the fund for the first time along with copies of declaration in FORM 2 furnished by such contract workers.
- viii. Copies of allotment of Provident Fund A/c No. and contribution cards of all the individual contract workers engaged by him.
- ix. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC (wherever applicable).
- x. Copies of return in FORM 3 submitted by the contractor to the ESIC with respect to declaration by contract workers for enrolment with ESIC.
- xi. Copies of ESIC identity/smart Card of Contract persons.

**b) At the time of submission of monthly bills:**

- i. Monthly bill duly certified by the contractor or his authorized representative.
- ii. Copy of e-banking wage sheet/bank statement duly stamped by designated bank and duly certified by the contractor or his authorized representative and HNGPL EIC.

- iii. Copy of Register of Wages duly signed by the workers along with statement of the bank must be duly certified and signed by both the contractor and EIC or his representative 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)”.
- iv. Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of Provident Fund contribution with RPFC along with details of employees and Provident Fund A/C No duly stamped by designated bank.
- v. Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of ESI contribution with ESIC along with details of contributions of employees and employer etc. for the previous month duly stamped by designated bank.
- vi. Any other documents required as per the laws of the land.

**c) Registers/document to be maintained by the contractor:**

I. Contract Labour (Regulation & Abolition), Act,1970 & Payment of wages Act,1936: During the currency of the contract, the contractor has to maintain registers e.g.:

- i. Muster Roll in FORM-XVIII
- ii. Register of workmen in FORM-XIII
- iii. Wage Register in FORM-XVII
- iv. Register of Deductions in FORM-XX
- v. Register of Overtime in FORM-XXIII
- vi. Register of Fines in FORM-XVI
- vii. Register of advances in FORM-XXII
- viii. Issuance and maintenance of Wage Slip in FORM XIX .
- ix. Issuance of valid Identity Card by the contractor IN FORM XIV.
- x. Any other required by Statutory authorities.

**II. Employee State Insurance Act, 1948: During the currency of the contract, the contractor has to maintain registers e.g.:**

- i. Register of employees in FORM-6
- ii. Accident Book in FORM-11

**I. Provident Fund & Misc. Provisions Act,1952**

- i. Monthly return in FORM 5 for employees qualifying for membership of the PF fund.
- ii. Contribution card in FORM 4
- iii. Return of contribution card sent to the Commissioner on expiry of the Financial Year in FORM 6.
- iv. Consolidated annual contribution statement in FORM 6. Copy of same should also be given to the individual contract worker and EIC every year.

**d) At the time of closure of contract:**

- i. The contractor has to submit No claim certificate and No Dues certificate along with the Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying HNGPL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other payments in Performa Indemnity Bond
- ii. Notwithstanding anything above, in case of any further requirements under the law or statues due to amendment or change in law, same should be complied by the contractor.
- iii. **Change in quantities of items during execution:** If the quantities of any item(s) change to any extent due to any reason whatsoever, the contractor shall be bound to execute them at the rates quoted by him. The decision of Engineer-in-Charge shall be final and binding.
- iv. **Self-assessment of work:** The quoted rates shall be deemed to have been arrived after first hand self-assessment of the work front by the Contractor by visiting the concerned location of execution of contract prior to submission of their offer and shall give no reason whatsoever to request for any increase/revision in their quoted/awarded rates and not being aware of local conditions
- v. **Defect liability Period:** The defect liability period shall be six months from the date of actual completion of work. Any defect arising out due to any reason, which in the opinion of Engineer- In- Charge resulting due to above, during this period shall be rectified by the contractor at his own risk and cost.
- vi. Contractor shall also provide services on Saturday, holidays including Sundays (until and unless instructed otherwise by EIC) and nothing extra shall be payable on this account. The Contractor shall make his own arrangement for housing himself and his staff. HNGPL will not provide any accommodation.

- vii. Contractor shall in no case lease/ transfer/ sublet the job awarded to the contractor.
- viii. The Service provider shall defend and indemnify HNGPL from all suits, actions, claims, demands, liabilities, damages and expenses arising out of personal injury or death resulting there from to any of its personnel, while providing the services.

## 7. Payment Procedure:

- 7.1. Monthly running bills to be submitted by the Agency/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.
- 7.2. Payment will be made on monthly basis, after submission of all requisite documents for the claim month.
- 7.3. The final bill shall be submitted by the Agency/Contractor within a month from the date of completion of the contract. Payment for the last month will be done on pro-rata basis for the number of days the contract was deployed till the date of completion.

## 8. GENERAL:

- 8.1. Any failure on the part of the Employer at any time to enforce the strict observances of the performance of any of the term(s) and condition(s) or rights, shall not affect or deprive the Employer to exercise the same at any later date.
- 8.2. The work will be supervised by Employer's Engineer-In-Charge or his representative and the Contractor has to strictly adhere to his instructions.
- 8.3. During the tenancy of this contract, Employer can increase and/or decrease the quantity of the work/ Service (s) required. The quantity of work / service (s) shown in the Schedule of rates is tentative.
- 8.4. Contractor will have to mobilize within 30 days from the date of Letter of Acceptance (LOA). The contract period shall be reckoned from the date of LOA.
- 8.5. **No extra payment shall be made against any head such as pay revision (during the contract period if any), etc. Contractor has to quote accordingly after considering all such anticipated expenditure in his quoted rates.**
- 8.6. Bidder will submit the CV and experience details of deployed Human Resources to the owner for approval of recruitment on his roll. Necessary interview shall be taken by EIC / its representative prior to deploying them at Haridwar GA.

- 8.7. 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.
- 8.8. **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.**
- 8.9. 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.
- 8.10. In case any unscheduled failure of the installations serviced by the contractor within the contract period, it shall be binding on the contractor to mobilize all his resources (Man, Machine, Tool & Material) immediately to attend the complaint. It shall be in the scope of the contractor to reach the site along with trained and competent persons, fully equipped with the necessary tools to carry out the maintenance activity.
- 8.11. All free issue materials, tools & tackles issued by the company (if any) to the successful bidder shall be preserved against deterioration and corrosion while under contractor's custody. Any damages or losses suffered on account of noncompliance as losses suffered due to willful negligence on the part of the contractor and he shall be liable to compensate the company for losses suffered at penal rates.
- 8.12. All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment etc. shall be deemed to be included in the prices quoted against respective SOR and no separate payments on account of such expenses shall be entertained. The bidder has to quote the firm rates against all the SOR Items including Contractor's profit, etc.
- 8.13. All peripherals, stationary, writing pads etc. required for preparation of reports will have to be supplied by contractor. The charges to be included in the quote rates against SOR 8 & 9 (Material charges).
- 8.14. The resources (Man, Machine, Tool & Material) deployment pattern shown above is Minimum Requirement at any point of time, actual deployment pattern may be changed as per the site requirement.

## 9. TRANSPORTATION:

Transportation of all items covered in the scope of contractor, will be arranged by contractor at his own cost including insurance and storage to be included in SOR 8 (Material Charges). Contractor will also be responsible for taking delivery of free issue material from Employer's store and Transportation to place of work and reconciliation of the free issued material. Any short fall during reconciliation shall be recovered from the contractor's bills with **20% OWNER'S OVERHEAD.**

## **10. EXECUTION OF WORK:**

- 10.1. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-INCHARGE. The CONTRACTOR shall provide all resources (Man, Machine, Tool & Material), etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.
- 10.2. Accommodation/ Transportation/ Conveyance/ Medical: The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required and Employer shall have no obligation in this respect. The Employer shall not be responsible for providing any medical assistance to the contractor personnel.
- 10.3. Discipline: The Contractor shall be responsible for the discipline and good behavior of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within 24 hours of notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this matter shall be final and binding on the Contractor.

## **11. INTERPRETATIONS:**

- 11.1 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.
- 11.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 11.3 Notwithstanding the sub-division of the Contract Documents into 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 Agreement so far as it may be practicable to do so.

- 11.4 Bidder/Vendor/Contractor/Service Provider carry the same meaning and is being used interchangeably in the tender document.
- 11.5 Owner/Employer/HNGPL/EIC carry the same meaning i.e., HNGPL and is being used interchangeably in the tender document.

## **12. INSPECTIONS AND TEST OF MATERIAL UNDER CONTRACTOR'S SCOPE:**

- 12.1 All Workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the Engineer – In – Charge and shall be subjected from time to time to such test at Contractor's cost as the EIC may direct at the place of manufacture or fabrication or on the site or at all or any such places.
- 12.2 The Contractor shall provide assistance, instruments, labor and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the EIC. All the tests that will be necessary in connection with the execution of the WORK as decided by the EIC shall be carried out at the field-testing laboratory of the Employer by paying the charges as decided by the Employer from time to time. In case of non- availability of testing facility with the Employer, the required test shall be carried out at the cost of the Contractor at Government or any other testing laboratory as directed by the EIC. If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the Contractor, such tests shall be carried out by the Contractor as per instructions of EIC and cost of such tests shall be reimbursed by the Employer.
- 12.3 If any inspected or tested material fail to conform the specifications, the Employer may reject them and the Contractor shall either replace the rejected materials or make all the alterations necessary to meet the specifications, free of cost to the Employer.
- 12.4 The Employer's right to inspect, test and where ever necessary reject the material after the material's arrival in the Employer's site shall in no way be limited to or waived by reason of the material having previously been inspected, tested and passed by the Employer or their representative prior to the material shipment from the material supplier.
- 12.5 The HNGPL or their representative shall reserve the right to inspect/witness, review any or all stages or work at shop/site as deemed necessary for quality assurance.

**12.6** In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

### **13. NON-COMPLIANCE RATIONALIZATION.**

In case of non-availability of required material to be provided by the contractor and the material being available with HNGPL, it can be issued to the contractor on chargeable basis. The charges payable by the contractor shall be in advance and at the last PO rate /Market rates in absence of non-availability of PO rates plus **20% OWNER'S OVERHEAD CHARGES**. However, any delay on account of non-availability of material shall be to the contractor's account for applicability of PRS clause.

### **14. REQUIREMENTS FOR CONTRACTOR AT SITE:**

**14.1** Contractor shall supply transport for their technical staff and operatives to move from site to site, and to move tools and equipment from site to site.

**14.2** Contractors shall make appropriate arrangements to ensure that their supervisors are adequately mobile and can attend sites or meetings with HNGPL, other authorities or customers as required, without any undue delay.

### **15. COMPLIANCE WITH LAW**

**15.1** Contractor shall abide by all prevailing Laws of India including but not limited to:

- a) Employees PF and Miscellaneous Provisions Act.
- b) Apprentices Act.
- c) Contract labor (Regulation & Abolition) Act.
- d) Employers Liability Act.
- e) Environment Protection Act.
- f) Factory Act
- g) Industrial Dispute Act.
- h) Minimum Wages Act.
- i) Payment of Wages Act.
- j) Workman Compensation Act.
- k) Any other Statute, Act, Law as applicable.

### **16. SITE CLEANING:**



- 16.1 Contractor shall clean and keep clean (Housekeeping and cleanliness) the work site always to the satisfaction of the Engineer-in-charge for easy access to work site and to ensure safe passage, movement and working.
- 16.2 The Contractor shall dispose-off the unserviceable materials, debris etc. to any area, as decided by the Engineer-In-Charge. No extra payment shall be paid on this account.

## **17. GENERAL:**

- 17.1. All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform while working on premises of the Employer including work sites.
- 17.2. Contractor shall ensure the proper supervision for Safe Completion of the work as per the scope of work as defined in tender document, which forms part of this contract in accordance with the conditions of the contract laid down in this part of contract read in conjunction with General Conditions of Contract.

## **18. MEASUREMENT OF WORKS:**

Measurement of WORKS shall be made in the units mentioned in the Schedule of Rates as per details given in Technical / Standards specifications. Wherever details are not available or inadequate in the execution drawings, physical measurements will be taken by the Contractor in the presence of the representative of the EIC. In such cases payment will be made on actual measurements.

19. The personnel deployed should not to be under the influence of drugs/ alcohol during duty hours and should maintain well behavior with all concerned officials and other contractors.

## **20. CONTRACT PERIOD:**

Contract shall be for the period of 2 (two) years from the date of LOI / LOA which is further extendable for another 6 months on same terms and conditions of tender document at sole discretion of HNGPL.

## **21. MOBILISATION PERIOD.**

The deployment for the services shall be within 30 days from the date of LOI / LOA. In case of failure, HNGPL reserves the right to cancel the contract.

## **22. TERMINATION:**

If the contractor fails to complete the work as per the details given above to complete the work in stipulated time as per satisfaction of the engineer in-charge or fails to observe all terms and conditions of this contract, HNGPL may terminate the Contract by issuing a one-week notice. In such case HNGPL may get executed the balance SOR Quantities by engaging other agency/agencies on the risk and cost of the contractor as per the relevant clauses in GCC. HNGPL may, at its own discretion terminate the contract without mentioning any reason, thereof, by giving 30 days' notice to the contractor. The contractor has to vacate the site on expiry of 30 days period and hand over the site to HNGPL representative in good condition.

### **23. EXTRA ITEM:**

Any other work not included in SOR, but is necessary to carry out for ensuring smooth Operation and Maintenance, the contract shall execute the same as an extra item and the payment in such cases, shall be made as per relevant clauses in GCC.

### **24. HEALTH, SAFETY AND ENVIRONMENT (HSE)**

- 24.1. All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by EMPLOYER will be strictly adhered to by the Contractor.
- 24.2. Contractor has to ensure the safety of man and machine all the times. Damages to equipment due to bad workmanship/negligence will be recovered as per the decision of Engineer-in-Charge, which will be final and binding upon the contractor.
- 24.3. Carrying / striking of matches, open flames, lighters or smoking or other such acts, which may cause fire hazards at the work site/ in the terminals / installations, is strictly prohibited.
- 24.4. Tobacco/Ghutka chewing or other such acts, are strictly prohibited at the site.
- 24.5. In addition to the PRS clause defined in GCC, the penalty will be imposed as per instructions of the EIC, in case Contractor fails to follow safety norms and barricading as defined in the tender document under penalty clause.
- 24.6. Safety is of paramount importance while carrying out the maintenance activities.
- 24.7. Contractor shall obtain the necessary work permits while working at all sites from HNGPL & observe all the terms & conditions mentioned thereof. Contractor shall educate/instruct his labors for strictly obeying of "NO SMOKING" at all sites.
- 24.8. The contractor shall take all the necessary pre-cautions to prevent fire hazards during the execution of the work, necessary safety measures should be taken while venting the gas.

- 24.9. Contractor shall provide all required Personal Protective Equipment during performing the entire job.
- 24.10. Contractor shall ensure all prevailing norms for preserving the environmental aspects especially no throwing of oil, grease & other chemicals. Also, to ensure the cleaning of site after completion of job.
- 24.11. Contractor shall ensure that existing installations at sites like cables, copper tubing's, electrical installation, etc. are not damaged during the job.
- 24.12. All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, badges while working on premises of the company including work sites.

## 25. PENALTY:

Apart from the above, 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:

- 26.1 Successful Bidder will be given **30 days mobilization period**. Agency shall ensure mobilization within the given time with the required manpower for smooth execution of job as specified by HNGPL/ EIC. In case the Agency is not able to mobilize within the time specified above, a penalty @ **Rs.500/-** per person per day shall be recovered from the RA Bill.
- 26.2 If there is any shortfall in deployment of resources (Man, Machine, Tool & Material ) as per tender provisions or not able to provide any requisite service or found being involved in malpractice / misconduct, HNGPL shall impose a penalty which shall be worked out by EIC based on the specific site requirements / the expenditure incurred by HNGPL to get the work done by making alternate arrangement / hiring other agency / Resources / amount worked out based on minimum wage of the related wage category of resources / etc. required for safe & timely completion of the particular job. The decision of the EIC shall be final in this regard.
- 26.3 The contractor has to disburse wages/salary (inclusive of minimum wage + 8.33% Bonus+ 8.33% Leave Encashment) to their Employees deployed under this contract 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. 500/- 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. 200/- 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. 200/- per day per employee from the contractor's corresponding month's RA bill/ any subsequent month's RA bill.

- 26.4 It may be noted by the bidders that HNGPL shall be free to deduct penalty even from the Performance Bank Guarantee.
- 26.5 All of the contractor's deployed human resources must wear prescribed uniform provided by the contractor, all the time. The design of uniform and logo shall be approved by HNGPL. In case of non-compliance, a penalty of Rs. 100 per incident per employee may be deducted from the RA Bills.
- 26.6 The contractor shall ensure that deployed human resources 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.
- 26.7** O&M vehicles must be available round the clock for maintenance activities of HNGPL. In case of vehicle going for preventive or break down maintenance, suitable replacement shall be provided. Penalty @ Rs. 3500/- per day may be imposed in case of vehicles not reporting, on pro rata basis. Vehicles not mobilized will be considered as absent. The O&M vehicles should be equipped with GPS Devices to be monitored by Web Based System as defined in clause No. SOR-19 (HIRING SERVICES OF WEB HOISTING OF DATA). The charge for this GPS device is to be included in Vehicle Charges. No separate payment should be made for this device.
- 26.8 The Diesel/Petrol Generator Set must be available round the clock, to handle emergency situations. The Generator Set provided should not be more than ONE year old from the date of mobilization. If at any time, it is found or observed that the Generator set is not available or is not working, a penalty of Rs 3000/- per incident may be imposed and deducted from RA bills / CPBG. Generator Set not mobilized will be considered absent.
- 26.9 The dewatering Pumps Set must be available round the clock, to handle emergency situations. The dewatering Pumps provided should not be more than ONE year old from the date of mobilization. If at any time, it is found or observed that the dewatering Pumps is not available or is not working, a penalty of Rs 3000/- per incident may be imposed and deducted from RA bills / CPBG. Dewatering Pumps not mobilized will be considered absent.

- 26.10 Penalty of Rs. 1200/- per incident against non-observation and non-compliance of statutory requirements and HSE during execution of O&M work.
- 26.11 Penalty of Rs. 700/- per incident against non-availability of any tool / tackles may be levied.
- 26.12 Patroller to be deployed for patrolling the pipeline will have to make round along the pipeline area & will be required to travel 80 km (total travel in a day) from designated starting point as decided by EIC or his representative, which shall be planned by the HNGPL EIC/, with specified route during the 08 hours duty. In case of any failure by patroller to adhere to the specified kilometre travel in every shift or deviation from specified route without a valid reason, a penalty of Rs. 500/- per instance shall be deducted from the RA bill of the service provider.
- 26.13 In case any GPS device mal-functions, the same has to be repaired / replaced within 10 days of dispatch date, else, a penalty of Rs.400 per day shall be levied until the same is received at site in good working condition. The penalty amount shall be deducted from RA bills.
- 26.14 In case the Web Hosting services are not available due to break down, a penalty of Rs. 700 per day may be imposed on pro rata basis.
- 26.15 The GPS devices & Web Hosting Services must be provided within 15 days of issue of FOI, but not later than 30 days of issue of FOI. Beyond this period a penalty of Re. 300 per GPS device or web hoisting per day, whichever may be the case may be imposed. The GPS and Web Hosting System shall be declared commissioned after due demonstration and acceptance by Owner.
- 26.16 Successful Bidder/contractor fails to provide local office and manager/site In-charge within 10 days of issue of LOI, but not later than 30 days of issue of FOI. Beyond this period a penalty of Rs. 500 per day Shall imposed and deducted from RA Bill from service provider/contractor
- 26.17 If contract fails to provide safety torches, raincoat, umbrellas, stick, water proof Bags and telephone sim charges to the patroller a penalty @ Rs.200/- per person per day shall be recovered from the RA Bill.
- 26.18 Limiting the total penalty that can be imposed in a month will be 10% of the Monthly Bill (Without GST).

## **26. PREAMBLE TO SCHEDULE OF RATES (SOR):**

- 27.1 The schedule of rate shall be read with all other sections with this bidding document.

- 27.2 The contractor is deemed to have studied drawings/specifications and details of works to be done within the time schedule and should have acquainted himself of the condition prevailing at site.
- 27.3 The quantities given in the Schedule of Rates are indicative, tentative and approximate. Actual quantities may vary during execution of works against various items, as per final approval of the Engineer in-charge.
- 27.4 All costs and expenses for mobilization, equipment, transport and personnel to start the work within the stipulated time schedule shall be included in the item rate.
- 27.5 No claims whatsoever, except other than quantities actually executed due to any changes in the extent/ Scope of work, shall be admissible.
- 27.6 The payments of works shall be made against quantities actually executed. Contractor shall get all quantities executed duly certified by the Engineer-in charge during the course of execution of works. Certified copies of Page measurements shall form the part of the invoice.
- 27.7 Bidders are required to quote for all items of Schedule of Rates, failing which his offer will be rejected.

## 27. Compliances under various Labor 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 others:

### 28.1 The Minimum Wages Act 1948

- a) During the tenure of the contract, the Contractor must ensure the wages as per the Minimum Wages Act as notified by the Central Government or State Government whichever is higher.
- b) **Wage period and monthly wages:** Wage period shall be monthly and wages for a month will 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 of HNGPL. Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

**Deduction for absence (A) = days of absence x (monthly wages / number of days in the relevant month)**

**Note: Resources will be deployed as per EIC instruction so, non availability of resources' salary deduction would be done from SOR 1,2,3,4,5,6 as (B)=A\*1.05 on monthly basis.**

- c) The revision of minimum wages as mentioned above in respect of certain categories of contract labor is notified by the appropriate Government on half yearly basis i.e., in April and October. The bidder shall take into consideration of revision of minimum wages during the period of contract and bear such upward revision(s). However, if the cumulative increase during the contract period of 24 months is more than 20% of the notified minimum wages as on date of bid submission, HNGPL shall reimburse the differential payment beyond 20% of increase in wages including related statutory components i.e. PF, ESI only to the contractor. For contracts of any period other than 24 months, provision of 20% will be on pro-rate basis.
- d) 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) (Drivers are also included).
- e) The contractor shall submit proof of such payment to the contract labor before seeking reimbursement of the same from HNGPL.

## **28.2 Leaves/ Leave with wages**

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labor legislations. The contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the contract labor deployed. The payment towards un-availed leave shall be settled with the contract labor at the time of closure of the contract or separation of contract worker.

## **28.3 The Payment of Wages Act 1936**

The contractor should disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintained records /returns as prescribed. The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month in the presence of Engineer In-Charge or authorized representative. After disbursement of wages, the representative of the contractor and Engineer In-Charge/authorized representative have to certify the payment of wages to the contract workers and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labor Laws Rules, 2017) with specific seal detailing name/designation/Company.

#### 28.4 The Employees Provident & Miscellaneous Provisions Act 1952

- a) The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952.
- b) The contractor has to ensure compliance and extend benefits under Employees' Provident Fund Scheme 1952, Employees' Pension Scheme 1995 & Employees' Deposit Linked Insurance Scheme 1976 to the contract workers deployed by him.
- c) The contractor should submit copies of **separate e-Challans / ECR/proof of payment/receipt** in respect of contract workers engaged through this contract only, on monthly basis. **Common challans would not be acceptable in HNGPL.**
- d) **PF is mandatory irrespective of number of contract labor deployed by the contractor under this contract. PF membership and deposit of PF contribution is also mandatory even if the wage payment to the contract labor is exceeding the prescribed monthly wage ceiling under the EPF Act 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.**
- 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**.
- f) The condition of independent PF code is not applicable in case of Consultancy, Architectural, Actuarial, and Chartered Accountancy Services.

#### 28.5. The Employees State Insurance Act 1948: (If applicable)

- a) The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.
- b) The contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** to contract workers engaged by him from the Corporation.
- c) The condition of independent ESI code is not applicable in case of Consultancy, Architectural, Actuarial, and Chartered Accountancy Services.

#### 28.6. The Employees Compensation Act 1923 in lieu of ESI

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 IREDA approved Insurance Company taking into consideration the **maximum compensation liability** as per provisions of Employee Compensation Act, 1923 (present maximum compensation liability is Rs. 10.86 Lakhs per contract labor considering the age to be 18 years in total permanent disablement).

#### **28.7. Group Personal Accident Insurance Policy**

The contractor to take a Group Personal Accident Insurance Policy with coverage of Rs. 3 Lakhs per contract worker for the entire period of contract covering all contract workers deployed under the contract. The insurance premium charges for obtaining such policies shall be borne by the contractor.

#### **28.8. The Payment of Bonus Act, 1965**

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act 1995 and submit proof of payment of bonus in the prescribed form (i.e., Form C & Form D) to EIC. Present minimum rate of payment of Bonus as per the Act 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. Accordingly, contractor shall make payment of Bonus for the relevant part of financial year with reference to actual number of days for which contract workers performed duties. Payment of Bonus 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 and submit proof to Engineer-in-Charge.

#### **28.9. Contract Labor (R&A) Act, 1970**

- a) The contractor is required to obtain Labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of Licensing Officer, Central Labor Authority, Ministry of Labor and Employment, Govt. of India having jurisdiction of the Region.
- b) The contractor shall discharge obligations as provided under Contract Labor (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 contract workers deployed and give suitable direction for undertaking the Contractual Obligations.
- d) The contractor is solely responsible for payment of wages to each worker deployed by him and such wages shall be paid before the expiry of such periods may be prescribed.

**29.10. The contract should also fully comply with all applicable laws and regulations including, but not limited to the following legislations:**

- a)** The Factories Act, 1948 or The Shops & Establishment Act, 1948;
  - 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)
- The Payment of Gratuity Act 1972: In case of Death or permanent disablement of a contract worker during execution of work under the contract, the contractor has to pay the Gratuity as per provision under the Payment of Gratuity Act 1972 to the nominee(s) of contract worker as per the details maintained in the duly signed Nomination Form maintained by the contractor. The proof of disbursement may be submitted to the Engineer-in-charge for claiming reimbursement of amount paid towards death Gratuity from HNGPL.





