

ANNEXURE – 1A
GENERAL TERMS & CONDITIONS OF WORKS CONTRACT

1 PRELIMINARY

1.1. This is a Contract for execution of Work as defined in Tender document at the specified location as per the terms and conditions of the Tender.

1.2. The undersigned (digitally) is authorized to submit the bid on behalf of Tenderer.

1.3. The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the Work mentioned under the Tender.

1.4. It is the clear understanding between Hindustan Petroleum Corporation Limited and the Tenderer that in case the bid of Tenderer is accepted by Hindustan Petroleum Corporation Limited and an intimation to that effect is so issued and a Purchase Order is placed on the Tenderer, this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the rights and obligations of the parties.

1.5. Interpretation of Contract Documents:

- a) The Contract and all other agreements and documents forming part of or referred to in this Contract are to be taken as mutually explanatory, unless otherwise expressly provided elsewhere in this Contract. In the event of any discrepancy, inconsistency, error or omission in the Contract, the priority of the documents forming part hereof or referred to herein shall be as mentioned in Clause 1.5(d) herein below, The decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the Contractor shall abide by the decision. Works shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings

shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.

- b) **Special conditions of Contract:** The Special Conditions of Contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of Contract, specifications, drawings, and any other documents forming part of this Contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/ Engineer-in- Charge/Site-in-Charge and their decision shall be final and binding.
- c) It is the clear understanding that wherever it is mentioned that the Contractor shall do/perform a work and/or provide facilities for the performance of the work, the doing or the performance or the providing of the facilities is at the cost and expenses of the Contractor not liable to be paid or reimbursed by the Owner.
- d) The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence
1. Contract Agreement, if any.
 2. Purchase Order issued by the Owner
 3. Schedule of Rates with Quantities
 4. Letter of Acceptance or Detailed Letter of Acceptance along with its enclosures (hereinafter referred to as “**LOA**”)
 5. Letter of Award / Fax of Acceptance (if any)
 6. Work Specifications (specific to particular work only)
 7. Drawings
 8. Special Conditions of Contract
 9. Technical Specifications
 10. Instructions to Bidders

11. General Terms and Conditions of Works Contract
12. Other Documents

- e) **Any amendment / change order issued after signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.**

2. DEFINITIONS

In this Contract unless otherwise specifically provided or defined and unless a contrary intention appears from the Contract the following words and expressions are used in the following meanings;

- 2.1. **"Agreement"** wherever appearing in this document shall be read as "Contract".
- 2.2. **"Change Order"** means an order given in writing by the Engineer-in-Charge or by Owner to effect additions to or deletion from or alterations into the Work or any change in time for performance of the work.
- 2.3. **"Construction Equipment"** means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work except those intended to form part of the Permanent Work.
- 2.4. **"Contract"** (as between the Owner and the Contractor) shall mean and include all documents like enquiry, Tender submitted by the Contractor and the -Purchase Order issued by the owner and other documents connected with the issue of the Purchase Order and orders, instruction, drawings, Change Orders, directions issued by the Owner/Engineer-in-Charge/Site-in-Charge for the execution, completion and commissioning of the works. Period of Contract mentioned in the Contract includes such periods of time extensions as may be granted by the Owner at the request of the Contractor and such period of time for which the work is continued by the Contractor for purposes of completion of the work.
- 2.5. **"Contractor"** means the person or the persons, firm or company whose tender has been accepted by the Owner and includes the Contractor's legal heirs, representative, successor(s) and permitted assignees.
- 2.6. **"Drawings"** shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings

as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge.

- 2.7. **"Engineer-in-Charge or Site-in-Charge"** shall mean the person(s) appointed or designated as such by the Owner and shall include those who are expressly authorised by the Owner to act for and on its behalf in relation to the Contract.
- 2.8. **"Owner"** means **HINDUSTAN PETROLEUM CORPORATION LIMITED** incorporated in India having its Registered office at **PETROLEUM HOUSE, 17, JAMSHEDJI TATA ROAD, BOMBAY - 400020** and Marketing office at the address mentioned for this purpose in the tender header or their successors or assignees.
- 2.9. **"Permanent Work"** means and includes works which form a part of the work to be handed over to the Owner by the Contractor on completion of the Contract.
- 2.10. **"Project Manager"** shall mean, in relation to the Project, the Project Manager of **HINDUSTAN PETROLEUM CORPORATION LIMITED**, or any person so appointed, nominated or designated.
- 2.11. **"Site"** means the location at which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.
- 2.12. **"Specifications"** shall mean the various technical and other specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda or relevant Indian Standard Specifications and Bureau of Indian Standards.
- 2.13. **"Sub-Contractor"** means any person or firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of the Owner/Engineer-in-Charge/Site-in- Charge and the legal heirs, representatives, successors and permitted assignees of such person, firm or company.
- 2.14. **"Temporary Work"** means and includes all such works which are a part of the Contract for execution of the Permanent Work but does not form part of the Permanent Work confirming to practices, procedures applicable rules and regulations relevant in that behalf.
- 2.15. **"Tender"** means the document submitted by a person or authority for carrying out the work including the Notice Inviting Bids (NIT), the Instruction To Bidders (ITB), form of bid (including appendices), the General Terms & Conditions of Works Contract, the

Special Conditions of Contract, the Specifications, Schedule of Rate and Quantities, and all other drawings and documents including amendments.

- 2.16. **“Tenderer”** means a person or authority who submits the tender/bid offering to carry out the work as per the terms and conditions (also called Bidder) and shall include the Contractor.
- 2.17. **"Work"** shall mean the works as detailed in the Contract and shall include extra, additional, altered or substituted works as maybe required for the purposes of completion of the work contemplated under the Contract.

3. PRICE, RATES, QUANTITIES AND VARIATIONS

- 3.1. Before submitting the Tender, the Tenderer shall at their own cost and expense visit the Site, examine and satisfy itself as to the nature of the existing roads, means of communications, the character of the soil, state of land and of the excavations, the hindrances at the site, the correct dimensions of the work facilities for procuring various construction and other material and their availability, and shall obtain information on all matters and conditions as they may feel necessary for the execution of the works as intended by the Owner. Further, the Tenderer shall also satisfy itself of the availability of suitable water for construction of civil and other works and for drinking purposes and power required for fabrication work, etc. Tenderer, whose tender/bid may be accepted and with whom the Contract is entered into shall not be eligible and be able to make any claim on any of the said counts in whatsoever manner for whatsoever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be maintainable.
- 3.2. **A pre-bid meeting may be held as per the schedule mentioned in the Tender.** It shall be the responsibility of the Tenderer to attend any pre-bid meetings, and clarify any points with the Owner and satisfy itself of the sufficiency of the details and specifications contained in the Tender.
- 3.3. The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of its Tender for the works and of the rates

and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all its obligations under the Contract.

- 3.4. It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no work shall be considered as extra work and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the Contract and intent of the Owner and have been so ordered in writing by Owner and/or Engineer-in-Charge/Site-in-Charge, whose decision shall be final and binding.
- 3.5. Before filling the Tender, the Contractor shall check and satisfy itself about all drawings and materials to be procured and the schedule of quantities by obtaining any clarification from the Owner on all the items as may be desired by the Tenderer. No claim for any alleged loss or compensation shall be entertained on this account, after submission of Tender by the Tenderer/Contractor.
- 3.6. Prohibition on Escalation:- Unless specifically provided for in the tender documents or any Special Conditions of Contract, no escalation of whatsoever nature in the Tender rates or prices quoted shall be permitted throughout the period of Contract (including any extensions given) or any pre-contract period or the period of actual carrying out or completion of the Work, whichever is later, on account of any variation in prices of materials or cost of labour or overheads or changed circumstances or due to any other reasons whatsoever. The Contractor shall not be entitled to raise any claims on account of escalation, nor is any such claim maintainable.
- 3.7. The quantities indicated in the Tender are approximate. The approved schedule of rates of the Contract shall be applicable for variations up to plus or minus 25% of the Contract value. No revision of schedule of rates shall be permitted for such variations in the Contract value, including variations of individual quantities, addition of new items, alterations, additions/deletions or substitutions of items, as mentioned above. Quantities

etc. mentioned and accepted in the joint measurement sheets shall alone be final and binding on the parties.

- 3.8. Owner reserve their right to award the Contract to any Tenderer and their decision in this regard shall be final and binding. Owner further reserves its right to reject any or all Tenders received or to cancel the entire tender/ bidding process or decide to call for fresh tenders. No dispute shall be raised by any Tenderer(s) for any of the aforesaid reasons or on account of rejection of his/its Tender.
- 3.9. The Rates quoted by the Tenderer shall include costs and expenses on all counts viz. cost of materials, transportation of machine(s), tools, equipment, labour, power, water, administration charges, price escalations/ increases, overheads, profits, etc. The only exception is, in case and to the extent of the cost of material(s), if any, agreed to be supplied by Owner and mentioned specifically in that regard in the conditions of Contract, in which case, the cost of such material if taken for preparation of the Contractor's bill(s) shall be deducted before making payment of the bill(s) of the Contractor. The description given in the schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying in and return of empties, hoisting, setting, fitting and fixing in position and all other expenses necessary in and for the full and complete execution and completion of works and in accordance with good business/ trade practices and recognized principles in that regard.
- 3.10. Employees of the State and Central Govt. and employees of the Public Sector Undertakings, including retired employees are covered under their respective service conditions/rules in regard to their submitting bid to the Tender. All such persons should ensure compliance to the respective/applicable conditions, rules etc. Tenderer shall be solely responsible in case any such person is not complying with those rules etc. but submitting the Tender in violation of such rules. After being so noticed, the Tenderer shall be liable for

the forfeiture of the Earnest Money Deposit made with the Tender, termination of Contract and sufferance on account of forfeiture of Security Deposit and sufferance of damages arising as a result of termination of Contract.

- 3.11. In consideration for having a chance to be considered for entering into a Contract with the Owner, the Tenderer agrees that the Tender submitted by him shall remain valid for the period prescribed in the terms and conditions of the Tender, from the date of submission of the Tender. The Tenderer shall not be entitled during the said validity period, to withdraw, revoke, or cancel the Tender without the consent in writing from the Owner.
- 3.12. In case the Tenderer withdraws or revokes or cancels the Tender or varies any of terms of the Tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the Tender.
- 3.13. The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. The Tenderers shall particularly take note of this factor before submitting their Tender(s).
- 3.14. The Work shall be carried out strictly as per approved specifications and terms and conditions of the Contract. Deviations, if any, shall have to be authorized by the Engineer-in-Charge/Site-in-Charge/ Owner in writing prior to implementing deviations. The price benefit, if any, arising out of the accepted deviation shall be passed on to the Owner. The decision of Owner/ Engineer- in-Charge who shall work out such price benefit/ differential on account of the deviation, and whose benefit has to be passed on to the Owner, shall be final and binding in this matter.

- 3.15. The Contractor shall make all arrangements at his own cost to transport the required materials, men, labour and equipment, outside and inside the working places and leaving the premises in a neat and tidy condition after completion of the work to the satisfaction of Owner. All materials except those agreed to be supplied by the Owner shall be supplied by the Contractor at his own cost and the rates quoted by the Contractor should be inclusive of all royalties, rents, taxes, duties, statutory levies, if any, etc.
- 3.16. The Contractor shall not carry on any Work other than the Work under this Contract within the Owner's premises without prior permission in writing from the Engineer- in-Charge/Site-in-charge/ Owner.
- 3.17. The Contractor shall be bound to follow and ensure compliance to all the safety and security regulations and other statutory rules applicable to the Site. In the event of any damage or loss or sufferance caused due to non-observance of such rules and regulations, the Contractor shall be solely responsible for the same and shall keep the Owner indemnified against all such losses and claims arising from the same.
- 3.18. At any time after acceptance of Tender, the Owner reserves the right to add, amend or delete any work item, the bill of quantities at a later date or reduce the scope of work in the overall interest of the Work with prior discussion and intimation to the Contractor. The decision of Owner, with reasons recorded therefor, shall be final and binding on both the Owner and the Contractor. The Contractor shall not have right to claim compensation or damage etc. in that regard. The Owner reserves the right to split the work under this Contract between two or more contractors without assigning any reasons.
- 3.19. All signatures in case of submission of physical tender document shall be dated as well as all the pages of all sections of the tender documents shall be initialed at the lower position and signed, wherever required in the tender

papers by the Tenderer or by a person holding Power of Attorney authorising him to sign on behalf of the tenderer before submission of tender.

- 3.20. **Electronic Signature:** The Tenderer hereby agrees that the e-Tender and/or any documents to be signed in connection herewith (unless otherwise specified in the Tender), shall be electronically signed by the Tenderer or by a person holding Power of Attorney authorising him to sign on behalf of the Tenderer before submission of Tender and the use of an Electronic Signature shall, for the purposes of validity, enforceability and admissibility, be conclusive evidence of the Tenderer's intention to be legally bound as if such signature had been written by hand.
- 3.21. For online tenders, rates and amount shall be filled as per the price bid format provided in the Tender. For Manual Tenders, if any, the Tender should be quoted in English, both in figures as well as in words. The rates and amounts tendered by the Tenderer in the Schedule of rates for each item should be quoted in such a way that any insertion is not possible. The total tendered amount should also be indicated both in figures and words with the signature of tenderer.
- 3.22. If some discrepancies are found between the rates given in words and figures of the amount shown in the tender, the following procedure shall be applied:
- a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Tenderer shall be taken as correct.
 - b) When the rate quoted by the Tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the Tenderer shall be taken as correct.

- c) When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.

- 3.23. All corrections and alterations in the entries of Tender document shall be signed in full by the Tenderer with date. No erasures or over writings are permissible.
- 3.24. Transfer of tender document by one intending tenderer to the another one is not permissible. The Tenderer on whose name the Tender has been sent only can quote.
- 3.25. Owner reserves the right to reject the Tender submitted by a Tenderer if found to be incomplete in any or all manner. The decision of the Owner in this regard is final and binding.

4. DEPOSITS

4.1 EARNEST MONEY DEPOSIT (EMD)

- (a) The Tenderer shall submit/ deposit Earnest Money Deposit (EMD), if specified in the Tender, failing which the Tender is liable to be rejected. The Tenderer shall deposit Earnest Money Deposit in the form of a non-revocable and unconditional Bank Guarantee in favour of “Hindustan Petroleum Corporation Limited” from any Scheduled Bank (other than a Co-Operative Bank) payable at Mumbai or Insurance Surety Bond from Insurance Regulatory and Development Authority of India (IRDAI) regulated Insurance Companies in the proforma enclosed or through e-payment. The Earnest Money Deposit (EMD) shall be refunded within 30 days after finalization of the Contract.

Provided however that Public Sector Enterprises, are exempted from payment of Earnest Money Deposit

- (b) In case of Tenderer withdrawing, revoking or cancelling his Tender, varying any terms in regard thereof without prior consent of Owner in writing, appropriate action will be taken

by HPCL as deemed fit including putting the Tenderer/Contractor on 'Holiday listing'/ 'Delisting', barring the Tenderer/Contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms, in addition to taking action such as forfeiture of Earnest Money deposited by Tenderer.

- (c) For GeM tenders, GeM GTC/procedures shall be applicable for collection/refund of EMD.

4.2 **SECURITY DEPOSIT:**

Successful vendor can submit security deposit by choosing one of the 2 methods below:

i. Furnish Security deposit of 2% of PO value with deduction of 10% retention money from running bills

or

ii. Furnish Composite Performance Bank Guarantee of 10% of PO value (inclusive of security deposit and performance guarantee in lieu of retention money)

4.2.1. The Bidder, with whom the contract is decided to be entered into and intimation is so given, will have to furnish a security deposit of two percent (2%) of the total contract value in the form of e-payment/Bank Guarantee in favour of Hindustan Petroleum Corporation Limited , within 15 days from the date of intimation of acceptance of their tender, failing which HPCL shall:- (a) if the bidder has commenced the work/supplies, deduct the same from the Running Account Bill(s) of the Bidder/ Contractor, and (b) if the Bidder does not commence the work/supplies, cancel the Contract and forfeit the EMD.

4.2.2. It is further clarified that; Contractor shall deposit 2% of PO/Contract value as Security deposit in the form of Demand draft **or through e-payment** upto Rs. 50,000/- and in the form of Bank guarantee **or through e-payment** beyond Rs. 50,000/-. Demand Draft should be drawn on Scheduled Banks, other than co-operative bank.

4.2.3. The Security Deposit shall be retained till the actual completion of the Work subject to Clause

4.2.4. Provided, that nothing herein stated shall make it incumbent upon the Owner to utilize the Security Deposit in preference to any other remedy which the Owner may have, nor shall be construed as anywise confining the claims of the Owner against the Tenderer to the quantum of the Security Deposit.

- 4.2.4. In the event any breach of terms and conditions of Contract by Contractor, the Owner shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate any amounts due as damage from the Security Deposit or from any other amount due to the Contractor against any other contract.
- 4.2.5. Security deposit shall be refunded upon completion of the works in all respects. The same shall not carry any interest.

4.3 COMPOSITE PERFORMANCE BANK GUARANTEE (CPBG)/ COMPOSITE INSURANCE SURETY BOND (CISB):

- 4.3.1 The Contractor shall for the performance of its obligations under the Contract, provide to the Owner, within 15 (fifteen) days from the date of LOA/PO, whichever is earlier an irrevocable and unconditional Composite Performance Bank Guarantee (“CPBG”) from any commercial Scheduled Bank (other than a Co-Operative Bank) or Composite Insurance Surety Bond (“CISB”) from IRDAI regulated Insurance companies valid upto a period of 3 months beyond the expiry of the defect liability period.
- 4.3.2 That the quantum of CPBG or CISB inclusive of Security Deposit should be 10% of PO Value.
- 4.3.3 In the event any breach of terms and conditions of Contract by Contractor, the Owner shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to invoke the CPBG or CISB and appropriate the amounts due from the CPBG or CISB,
- 4.3.4 The Owner shall, subject to the terms and conditions of the Contract, release the CPBG or CISB within 60 (sixty) days of the expiry of the Defect Liability Period or the extended Defect Liability Period, as the case may be, under this Contract.
- 4.3.5 Notwithstanding the aforesaid, the Parties agree that the Owner shall not be obliged to release the CPBG or CISB until all defects identified during the Defect Liability Period or the extended Defect Liability Period, as the case may be, have been rectified properly by the Contractor.

4.4 RETENTION MONEY AND DEFECT LIABILITY

- 4.4.1. The Contractor shall remain responsible and liable to make good all losses or damages that may occur/appear to the work carried out under this Contract within a period of 12 months from date of issue of the Completion Certificate and/or the date of Owner taking over the work, whichever is earlier.
- 4.4.2. The Contractor shall issue an unconditional and irrevocable Bank Guarantee from any Scheduled Bank (other than a Co-Operative Bank) or Insurance Surety Bond from IRDAI regulated Insurance Companies to the Owner in the sum of 10% of the work entrusted in the Contract, acceptable to the Owner and if however, the Contractor fails to furnish such a Bank Guarantee or Insurance Surety Bond the Owner shall have right to retain ten percent (10%) of the total value of the Running Account and Final Bill as retention money on account of any possible damage/defect liability that may arise for the period covered under the defect liability period clause of the Contract, free of any interest. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate connected in any way with the works, equipment or materials supplied by Contractor or in the workmanship carried out, or if the supply or work is found to be not as per specifications agreed, shall be rectified or replaced by the Contractor at his own expense failing which the Owner shall be entitled to rectify the said damage/defect from the retention money. Any excess of expenditure incurred by the Owner on account of damage or defect shall be payable by the Contractor. In respect of supplies or works which is not as per specification and if accepted by the Owner, an appropriate deduction shall be made towards the difference in the value between the contract specification and the specification of supplies/ works as provided by the contractor. The decision of the Owner in this behalf shall not be liable to be questioned but shall be final and binding on the Contractor. Retention money shall be deducted only if CPBG **or CISB** is not provided by the Contractor/ Tenderer.
- 4.4.3. Deduction towards retention money is applicable only in case of works contracts (civil, mechanical, electrical, maintenance etc.) where any damage or defect may arise in future (i.e. within 12 months from the date of completion of work) or lie undiscovered at the time of issue of completion certificate.

- 4.4.4. In the event of breach of terms and conditions of Contract by Contractor, the Owner shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the amounts as damages from the Retention Money.
- 4.4.5. The PO/contract value for calculation of Security Deposit/Bank Guarantee/Retention Money would mean the total cost and all other costs inclusive of taxes, duties, levies, freight etc.

5. EXECUTION OF WORK

- 5.1 All Works shall be executed in strict conformity with the provisions of the Contract documents and with such explanatory details, drawings, specifications and instructions as may be furnished from time to time to the Contractor by the Engineer-in-Charge/Site- in-Charge, whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most proper and workmanship- like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge/Site-in-Charge.
- 5.2 The Contractor shall ensure that the personnel engaged by it or by its sub-contractors for performance of its obligations under the Contract are at all times appropriately qualified, skilled and experienced in conformity with applicable laws and industry practice.
- 5.3 The completion of work may entail working in monsoon also. The Contractor hereby agrees and acknowledges that it must maintain the necessary work force as may be required during monsoon and plan to execute the Work in such a way the entire project is completed within the contracted time schedule. No extra charges or cost shall be payable for such work during monsoon or on account of any heavy rain. It shall be the responsibility of the Contractor to keep the construction work site free from water during and off the monsoon period at his own cost and expenses.

5.4 For working on Sundays/Holidays, the Contractor shall obtain the necessary permission from Engineer-In-charge/Site-In-charge in advance. The Contractor shall be permitted to work beyond the normal hours with prior approval of Engineer-In-Charge/Site-In-Charge and the Contractor's quoted rate is inclusive of all such extended hours of working and no extra amount shall be payable by the Owner on this account.

5.5 **SETTING OUT OF WORKS AND SITE INSTRUCTIONS**

5.5.1 The Engineer-in-Charge/Site-in-Charge shall furnish the Contractor with only the four corners of the work site and a level bench mark and/or co-ordinates and the Contractor shall set out the works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

5.5.2 The Contractor shall provide, fix and be responsible for the maintenance of all necessary stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for consequences of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge/Site-in-Charge. The approval thereof or joining in setting out the work shall not relieve the Contractor of his responsibility.

5.5.3 Before beginning the works, the Contractor shall, at its own cost, provide all necessary reference and level posts, pegs, bamboos, flags ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-inCharge/Site-in-Charge. The Centre longitudinal or face lines and cross lines shall be marked

by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable Theodolite / Total Station to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge/Site-in-Charge in writing. But such approval shall not relieve the Contractor of any of its responsibilities. The Contractor shall also provide all labour, materials and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

- 5.5.4 Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor.
- 5.5.5 On completion of works, the Contractor shall submit the geodetic documents according to which the work was carried out.
- 5.5.6 .The Engineer-in-Charge/Site-in-Charge shall communicate or confirm his instructions to the Contractor in respect of the executions of work in a "work site order book" maintained in the office having duplicate sheet and the authorised representative of the Contractor shall confirm receipt of such instructions by signing the relevant entries in the book.
- 5.5.7 All instructions issued by the Engineer-in-Charge/Site-in-Charge shall be in writing. The Contractor shall be liable to carry out the instructions without fail.
- 5.5.8 If the Contractor after receipt of written instruction from the Engineer-in-Charge/ Site-in-Charge requiring compliance within seven (7) days fails to comply with such drawings or 'instructions' or both as the Engineer-in-Charge/Site-in-Charge may issue, Owner may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect to such drawings or 'instructions' and all cost and expenses incurred in connection therewith as certified by the Engineer-in-Charge/ Site-in-Charge shall be borne by the Contractor or may be deducted from amounts due or

that may become due to the Contractor under the Contract or may be recovered as a debt.

- 5.5.9 The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the Contractor, at its own cost.
- 5.5.10 In case any doubts arise in the mind of the Contractor in regard to any expressions, interpretations, statements, calculations of quantities, supply of material rates, etc. etc., the Contractor shall refer the same to the Site-in-Charge/ Engineer-in-Charge for his clarification, instructions, guidance or clearing of doubts. The decision of the Engineer-in-Charge/Site-in-Charge shall be final and the Contractor shall be bound by such a decision.
- 5.5.11 The Contractor shall take adequate precautions, to ensure that his operations do not create nuisance or misuse of the work space that shall cause unnecessary disturbance or inconvenience to others at the work site.
- 5.5.12 All fossils, coins, articles of value of antiquity and structure or other remains of geological or archaeological discovered on the site of works shall be declared to be the property of the Owner and Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or thing and shall immediately inform the Owner/ Engineer-in-Charge/Site-in-Charge.
- 5.5.13 Contractor will be entirely and exclusively responsible to provide and maintain at his expenses all lights, guards, fencing, etc. when and where ever necessary or/as required by the Engineer-inCharge/Site-in-Charge for the protection of works or safety and convenience to all the members employed at the site or general public.

5.6 COMMENCEMENT OF WORK

5.6.1 The Contractor shall, after paying the requisite Security Deposit, commence work within 15 days from the date of receipt of the LOA from the Owner informing that the Contract is being awarded. The date of LOA shall be the date/day for counting the starting day/date and the ending day/date shall be accordingly calculated. Damages, if any, for the delay in execution shall be calculated accordingly.

5.6.2 Contractor should prepare detailed fortnightly construction programme for approval by the Engineer-in-Charge within one month of receipt of LOA. The Work shall be executed strictly as per such time schedule. The period of Contract includes the time required for testing, rectifications, if any, retesting and completion of work in all respects to the entire satisfaction of the Engineer-in-Charge.

5.6.3 The Work involved under this Contract may include such works as have to be taken up and completed after other agencies have completed their jobs. The Contractor will be required and bound to take up as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the Contractor on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the Contractor are delayed due to any reason not attributable to the Contractor and the same would be clearly recorded.

5.7 SUBLETTING OF WORK

5.7.1 No part of the Contract nor any share or interest thereof shall in any manner or degree be transferred, assigned or sublet, by the Contractor, directly or indirectly to any firm or corporation whatsoever, without the prior consent in writing of the Owner.

- 5.7.2 At the commencement of every month the Contractor shall furnish to the Engineer-in-charge/Site-in-Charge list of all Sub-contractors or other persons or firms engaged by the Contractor.
- 5.7.3 The Contract agreement shall specify major items of supply or services for which the Contractor proposes to engage sub-Contractor/sub-Vendor. The Contractor may from time to time propose any addition or deletion from any such list and shall submit the proposals in this regard to the Engineer-in-charge/ Site-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-charge/ Site-in-charge shall not relieve the Contractor from any of his obligations, duties and responsibilities under the Contract.
- 5.7.4 Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contract, the Contractor shall be and shall remain solely to be responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the Contract in all respects as if such subletting or subcontracting had not taken place and as if such work had been done directly by the Contractor.
- 5.7.5 Prior approval in writing of the Owner shall be obtained before any change is made in the constitution of the Contractor/Contracting agency otherwise contract shall be deemed to have been allotted in contravention of clause entitled “sub-letting of works” and the same action may be taken and the same consequence shall ensue as provided in the clause of “sub- letting of works”.

5.8 EXTENSION OF TIME

- 5.8.1 Time shall be of the essence in the performance of the parties' respective obligations. If any time period specified herein is extended for the reasons specified in the Contract, such extended time shall also be of the essence of the contract. If any extra time is given by the Owner to the Contractor by means of a Change Order or otherwise, it shall be

understood and agreed between the parties that all other terms and conditions including that time is the essence of the contract shall remain unchanged.

- 5.8.2 If the Contractor anticipates that it shall not be able to complete the work within the contractual delivery/ completion date (CDD), then the Contractor shall make a request for grant of time extension clearly specifying the reasons for which he seeks extension of time and demonstrating as to how these reasons were beyond the control of the Contractor or attributable to the Owner. This request should be made at least one month before the expiry of the Contractual Delivery/ Completion Date (CDD).
- 5.8.3 If such a request for extension is received with a Bank Guarantee for the full Liquidated Damages amount calculated on the Total Contract Value, the Owner shall grant a provisional extension of time, pending a decision on the request.
- 5.8.4 Owner shall expeditiously decide upon the request for time extension before expiry of the CDD. In the event, it is found that delay is attributable to the Contractor then extension of time may be granted after levying Liquidated Damages as per the terms of the Tender.
- 5.8.5 Grant of any extension of time shall be by means of issuance of a Change Order.
- 5.8.6 The extension of time shall be the sole remedy of the Contractor for any cause or event of delay and the Contractor shall not be entitled in addition to or in lieu of such extension, to claim any damages or compensation for extended stay or otherwise whether under the law governing contracts or quasi-contracts or any other relationship, and the Contractor hereby waives and disclaims any and all contrary rights.
- 5.8.7 In order to avoid any cash crunch to the Contractor, a Bank Guarantee could be accepted against Liquidated Damages, as stated above. Once a decision to levy Liquidated Damages is taken, the Liquidated Damages shall be recovered from any pending bills or by encashment of any bank guarantees of the Contract available with Owner. Any balance sum of Contractor or the bank guarantees (if Liquidated Damages is fully

recovered from the bills) shall be promptly refunded/returned to the Contractor. HPCL shall also be at liberty to recover Liquidated Damages, if it could not be recovered in full from pending bills under the Contract, from any other dues payable to the Contractor against any other contract.

5.9 SUSPENSION OF WORK

- 5.9.1 Subject to the provisions of this Contract, the Contractor shall if ordered in writing by the Engineer- in-Charge/Site-in-Charge for reasons recorded suspend the works or any part thereof for such period and such time so ordered and shall not, after receiving such, proceed with the work therein ordered to be suspended until it shall have received a written order to re-start. The Contractor shall be entitled to claim extension of time for that period of time the work was ordered to be suspended. Neither the Owner nor the Contractor shall be entitled to claim compensation or damages on account of such an extension of time. The Contractor shall not be entitled to any claim for any cost or compensation for overstay, idling, and mobilization and demobilization costs and expense, due to suspension under the provisions of the Contract.
- 5.9.2 In case of suspension of entire work, ordered in writing by Engineer-in- Charge/Site-in-Charge, for a period of 30 days, the Owner shall have the option to terminate the Contract as provided under the clause for termination. However, during the period of suspension, the Contractor shall not be at liberty to remove from the site of the works any plant or materials belonging to him without the prior consent of Owner and the Owner shall have lien upon all such plant and materials.
- 5.9.3 The Contractor shall, in case of suspension have the right to raise a dispute and have the same resolved as per the provisions of the Contract but however, shall not have the right to have the Work stopped from further progress and completion either by the Owner or through another contractor appointed by the Owner.

5.10 OWNER MAY DO PART OF THE WORK

Notwithstanding anything contained elsewhere in this Contract, the Owner may, upon failure of the Contractor to:

- (a) comply with any instructions given to Contractor or
- (b) to carry out the work with proper dispatch and speed or
- (c) follow all contract terms without breach or
- (d) if the contractor abandons the work for any reason whatsoever, undertake charge of the entire work or any part thereof, and get the balance work completed by itself or by any other contractor.

If the work is carried out by the Owner itself, then the cost to the owner shall be calculated by adding ten percent overhead to the cost of materials, labour, equipment usage cost, etc. In all such cases, if the Owner incurs additional cost when compared to the contracted price/ cost, then the Owner shall have the right to deduct from the amounts payable to the Contractor, such additional cost . Should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the Owner within 15 days of making demand for payment, failing which the Contractor shall be liable to pay interest at the State Bank of India Base Rate per annum, on such differential amounts till the date of payment.

5.11 INSPECTION OF WORKS

- 5.11.1 The Engineer-in-Charge/Site-in-Charge and Officers from Central or State Government will have full power and authority to inspect the works at any time wherever in progress, either on the Site or at the Contractor's premises/workshops of any person, firm or corporation where work in connection with the Contract may be in hand or where the materials are being or are to be supplied, and the Contractor shall afford or procure for the Engineer-in- Charge/Site-in-Charge every facility and assistance to carry out such inspection. The Contractor shall, at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge/Site-in- Charge or his representative to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a

responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor itself. The Contractor shall give not less than seven days' notice in writing to the Engineer-in-Charge/Site-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above, the same shall be uncovered at Contractor's expense for carrying out such measurement and/or inspection.

- 5.11.2 No material shall be removed and dispatched by the Contractor from the Site without the prior approval in writing of the Engineer-in-charge. The Contractor is to provide at all times during the progress of the work and the maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adapt as directed for inspection or measurements of the works by the Engineer-in-Charge/Site-in-Charge.

5.12 **SAMPLES**

- 5.12.1 The Contractor shall furnish to the Engineer-in-charge/Site-in-Charge for approval when requested or required adequate samples of all materials and finishes to be used in the Work.
- 5.12.2 Samples shall be furnished by the Contractor sufficiently in advance and before commencement of the Work so as the Owner can carry out tests and examinations thereof and approve or reject the samples for use in the works. All material samples furnished and finally used/applied in actual work shall fully be of the same quality of the approved samples.

5.13 **TESTS FOR QUALITY OF WORK**

- 5.13.1 All workmanship shall be of the respective kinds described in the Contract documents and in accordance with the instructions of the Engineer-in-Charge / Site-in- Charge and shall be subjected from time to time to such tests at Contractor's cost as the Engineer-

in-Charge/Site-in-Charge may direct at the place of manufacture or fabrication or on the site or at all or any such places. The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge/Site-in-Charge.

5.13.2 All the tests that will be necessary in connection with the execution of the work as decided by the Engineer-in-charge/Site-in-Charge shall be carried out at the Contractor's cost and expenses.

5.13.3 If any tests are required to be carried out in connection with the work or materials or workmanship to be supplied by the Owner, such tests shall be carried out by the Contractor as per instructions of Engineer-in-Charge/Site-in-Charge and expenses for such tests, if any, incurred by the Contractor shall be reimbursed by the Owner. The Contractor should file its claim with the Owner within 15 (fifteen) days of inspection/test and any claim made beyond that period shall lapse and be not payable.

5.14 . ALTERATIONS AND ADDITIONS TO SPECIFICATIONS, DESIGNS AND WORKS

5.14.1 The Engineer-in-Charge/Site-in-Charge shall have powers to make any alterations, additions and/or substitutions to the schedule of quantities, the original specifications, drawings, designs and instructions that may become necessary or advisable or during the progress of the Work and the Contractor shall be bound to carry out such altered/extra/new items of work in accordance with instructions which may be given to it in writing signed by the Engineer-in- Charge/Site- in-Charge. Such alterations, omissions, additions or substitutions shall not invalidate the Contract. The altered, additional or substituted work which the Contractor may be directed to carry on in the manner as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he has agreed to do the work. The time for completion of such altered added and/or substituted work may be extended for that part of the particular work. The rates for such additional altered or substituted work under this Clause shall, be worked out in accordance with the following provisions:

5.14.1.1 If the rates for the additional, altered or substituted work are specified in the Contract for similar class of work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the Contract.

5.14.1.2 If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the rates for similar class of work as are specified in the Contract for the work. Opinion of the Engineer-in-Charge/Site-in-Charge as to whether or not the rates can be reasonably so derived from the items in this Contract, will be final and binding on the Contractor.

5.14.1.3 If the rates for the altered, additional or substituted work cannot be determined in the manner specified above, then the Contractor shall, within seven days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge/ Site-in-Charge of the rate at which it intends to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-In-Charge/ Site-in-Charge shall determine the rates on the basis of the prevailing market rates for both material and labour plus 10% to cover overhead and profit of labour rates and pay the Contractor accordingly. The opinion of the Engineer-in- Charge/Site-in-Charge as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the Contractor.

5.14.2 In case of any item of work for which there is no specification supplied by the Owner and is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the work should be carried out as per standard Engineering Practice subject to the approval of the Engineerin-Charge/ Site-in-Charge.

5.15 **PROVISIONAL ACCEPTANCE**

Acceptance of sections of the works for purposes of equipment erection, piping, electrical work and similar usages by the Owner and payment for such work or parts of

work shall not constitute a waiver of any portion of this Contract and shall not be construed so as to prevent the Engineer-in-Charge/Site-in-charge/Owner from requiring replacement of defective work that may become apparent after the said acceptance and also shall not absolve the Contractor of the obligations under this contract. It is made clear that such an acceptance does not indicate or denote or establish to the fact of execution of that work or the Contract until the work is completed in full in accordance with the provisions of this Contract.

5.16 **COMPLETION OF WORK AND COMPLETION CERTIFICATE**

As soon as the Work is completed in all respects, the Contractor shall give notice of such completion to the Site-in-Charge or the Owner and within thirty days of receipt of such notice the Site-in-Charge shall inspect the Work and shall furnish the Contractor with a certificate of completion indicating:

- a) defects, if any, to be rectified by the Contractor
- b) items, if any, for which payment shall be made in reduced rates
- c) the date of completion.

5.17 **USE OF MATERIALS AND RETURN OF SURPLUS MATERIALS**

5.17.1 Notwithstanding anything contained to the contrary in any or all of the clauses of this Contract, where any materials for the execution of the Contract are procured with the assistance of Government or the Owner either by issue from Government or Owner stocks or procurement made under orders or permits or licences issued by Government, the Contractor shall use the said materials economically and solely for the purpose of the Contract and shall not dispose them of without the permission of the Owner.

5.17.2 All surplus (serviceable) or unserviceable materials that may be left over after the completion of the Contract or at its termination for any reason whatsoever, the Contractor shall deliver the said product to the Owner without any demur. The price to be paid to the Contractor, if not already paid either in full or in part, however, shall not exceed the amount mentioned in the Schedule of Rates for such material and in cases where such

rates are not so mentioned, shall not exceed the CPWD scheduled rates. In the event of breach of the aforesaid condition, the Contractor shall become liable for contravention of the terms of the Contract.

5.17.3 The surplus (serviceable) and unserviceable products shall be determined by joint measurement. In case where joint measurement has failed to take place, the Owner may measure the same and determine the quantity.

5.17.4 It is made clear that the Owner shall not be liable to take stock and keep possession and pay for the surplus and unserviceable stocks and the Owner may direct the Contractor to take back such material brought by the Contractor and becoming surplus and which the Owner may decide to keep and not to pay for the same.

5.18 **DEFECT LIABILITY PERIOD**

5.18.1 The Defect Liability Period for the Work unless otherwise specified shall be for a period of 12 months from the date of completion of the Work. Any damage or defect that may arise or lie undiscovered at the time of completion of the Work shall be rectified or replaced by the Contractor at its own cost. The decision of the Engineer In-charge/Site-In-Charge/Owner shall be the final in deciding whether the defect has to be rectified or replaced.

5.18.2 The Owner shall intimate the defects noticed in writing by a Registered A.D. letter, email or otherwise and the Contractor within 15 days of receipt of the intimation shall start the rectification work and complete within the time specified by the Owner failing which the Owner shall be entitled to get the defects rectified by itself or by any other contractor and the expenses incurred in getting the same done shall be paid by the Contractor under the provision of the Contract.

Thus, defect liability is applicable only in case of job/works contract (civil, mechanical, electrical, maintenance etc.) where any damage or defect may arise in future (i.e. within 12 months from the date of completion of work job) or lie undiscovered at the time of completion of work job.

In other words, in case of service contracts (like car hire etc.) where there is no question of damage or defect arising in future, the defect liability clause is not applicable.

5.18.3 Equipment or spare parts replaced under warranty/guarantees shall have further warranty for 12 months from the date of acceptance. However, in no case will the warranty exceed 24 months from the date of start of the original warranty.

5.19 DAMAGE TO PROPERTY

5.19.1 Contractor shall be responsible for making good to the satisfaction of the Owner any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured by the Owner or of other agencies within the premises of the work of the Owner, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, its employees, agents, representatives or sub-contractors.

5.19.2 The Contractor shall indemnify and keep the Owner harmless of all claims for damage to Owner's property arising under or by reason of this Contract or in relation to the Work carried out by the Contractor.

5.20 LIMITATION OF LIABILITY

Neither the Owner nor the Contractor shall be liable to the other for any indirect, incidental, special, exemplary or consequential losses or damages of any nature whatsoever, including, without limitation, liability for loss of use of property, loss of profits or other revenue, interest, loss of product, increased expenses or business interruption, however the same may be caused. Further, in no event shall the aggregate liability of the Owner, for any alleged breach of the terms of the contract or any failures on its part or damages caused to Contractor on account of Owner, exceed 10% of the value of the Purchase Order.

The Parties agree that the Owner shall not be liable for any escalation in price, idling charges, additional mobilization charges, etc. for any reason whatsoever.

Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order.

6. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

6.1. NOTICE TO LOCAL BODIES

The Contractor shall comply with and give all notices required under any Government authority, instruction, rule, regulation or order made under any Act of Parliament, state laws or any regulations or by-laws of any local authority relating to the works.

6.2. FIRST AID AND INDUSTRIAL INJURIES

6.2.1 Contractor shall maintain first aid facility for his employees and those of its sub-contractors.

6.2.2. Contractor shall make arrangements for ambulance service and for the treatment of all types of injuries. Names and telephone numbers of those providing such services shall be furnished to Owner prior to start of construction and their name board shall be prominently displayed in Contractor's field office.

6.2.3. All industrial injuries shall be reported promptly to owner and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

6.3. SAFETY CODE

- 6.3.1. The Contractor shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the work or as required by the Engineer-in-Charge in respect of all labours directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Owner shall be entitled to do so and recover the cost thereof from the Contractor.
- 6.3.2. From the commencement to the completion of the works, the Contractor shall take full responsibility for the care thereof and of all the Temporary Works. In case damage, loss or injury shall happen to the works or to any part thereof or to Temporary Works or to any cause whatsoever repair at the Contractor's own cost and make good the same so that at the time of completion, the works shall be in good order and condition and in conformity in every respect with the requirement of the Contract and Engineer-in-Charge's instructions.
- 6.3.3. The Contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work, the Contractor shall consult with Owner's Safety Engineer or Engineer-in-Charge/Site-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the Owner's existing property.
- 6.3.4. The Contractor will be fully responsible for complying with the provisions including documentation and submission of reports on the above to the concerned authorities and shall indemnify the Corporation from any such lapse for which the Government will be taking action against them.

6.4. **INSURANCE**

Contractor shall at his own expense obtain and maintain an insurance policy with a Insurance Company recognized by IRDAI to the satisfaction of the Owner as provided hereunder and as per the requirements under Applicable Laws.

i. **AUTOMOBILE LIABILITY INSURANCE**

Contractor shall take out an Insurance to cover all risks to Owner for each of his vehicles plying on works of this Contract and these insurances shall be valid for the total contract period. No extra payment will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the Insurance Company. The provisions of the Motor Vehicle Act would apply.

ii. FIRE INSURANCE

Contractor shall within two weeks after award of Contract insure the Works, Plant and Equipment provided under this Contract and keep them insured until the final completion of the Contract against loss or damage by accident, fire or any other cause with an insurance company to be approved by the Owner /Consultant in the joint names of the Owner and the Contractor (name of the former being placed first in the Policy). Such Policy shall cover the property of the Owner only and the value of insurance should be sufficient to cover the Works, Plant and Equipment provided under the Contract and in any case the insured amount should not be less than the value of Works, Plant and Equipment.

6.5. ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATION OR BY OWNER

- i. Contractor shall also provide and maintain any and all other insurance which may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by the Owner.
- ii. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.
- iii. The Contractor shall satisfy to the Engineer-in-Charge/Site-in-Charge from time to time that it has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.
- iv. The Contractor shall ensure that similar insurance policies are taken out by its sub-contractor (if any) and shall be responsible for any claims or losses to the Owner resulting from their failure to obtain adequate insurance protections in connection thereof. The Contractor shall produce or cause to be produced by its sub-contractor (if

any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge/Site-in-Charge.

6.6. LABOUR AND LABOUR LAWS

The Contractor shall be solely responsible and liable to comply with, follow and adhere to all the applicable labour, industrial and other laws including but not limited to the laws and compliances as provided in Attachment - 1. The Contractor shall be bound to comply with any amendments or re-enactment thereof and such provisions as are in force for the time being, as the context may require. Provided however that in the event of any conflict between any provisions and/or clauses contained in the main body of this GTC and Attachment - 1, the provisions and/or clauses contained in the main body of this GTC shall prevail and supersede.

6.7. DOCUMENTS CONCERNING WORKS

- 6.7.1 All documents including drawings, blue prints, tracings, reproducible models, plans, specifications and copies, thereof furnished by the Owner as well as all drawings, tracings, reproducibles, plans, specifications design calculations etc. prepared by the Contractor for the purpose of execution of works covered in or connected with this Contract shall be the property of the Owner and shall not be used by the Contractor for any other Work but are to be delivered to the Owner at the completion or otherwise termination/expiry of the Contract.
- 6.7.2 The Contractor shall keep and maintain secrecy of the documents, drawings etc. issued to it for the execution of this Contract and restrict access to such documents, drawings etc. and further the Contractor shall execute a SECRECY agreement from each or any person employed by the Contractor having access to such documents, drawings etc. The Contractor shall not issue drawings and documents to any other agency or individual without the written approval by the Engineer-in-Charge/Site-in- Charge.
- 6.7.3 Contractor shall not give any information or document etc. concerning details of the work to the press or a news disseminating agency without prior written

approval from Engineer-in-Charge/Site-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge/Site-in- Charge.

7. PAYMENT OF CONTRACTOR'S BILLS

- 7.1 **Payments will be made against Running Accounts bills certified by the Owner's Engineer-in-Charge/Site-in-Charge as per the terms and conditions of the Contract.** Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed joint measurements sheet(s) to the Engineer-in-Charge/ Site-in- Charge of the Owner for certification along with the supporting documents as per the terms of the Contract.
- 7.2 Owner will release an ad-hoc payment of not less than 75% of eligible Running Account Bill within 10 working days from the submission of the Running Account Bill. The balance payment, if any shall be made after final checking of the Running Account bill within 28 working days from submission of bill by the Contractor. All the payments shall be made after deductions in terms of the Contract.
- 7.3 The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along with cement consumption statement, actual/theoretical, wherever applicable duly certified by the Engineer-in-Charge/ Site-in- Charge of the Owner.
- 7.4 All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the Owner under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc. in the final bill.
- 7.5 The final bill shall be submitted by the Contractor within one month of the date of completion of the Work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge/Site-in-Charge may make the measurement and determine the total amount

payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor. The Owner/Engineer-in-Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by the Contractor.

7.6 Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of the Owner after certification and verification.

7.7 **Wherever possible, payment shall be tendered to the Contractor in electronic mode (e-payment) through any of the designated banks. The Contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.**

7.8 **MEASUREMENT OF WORKS**

7.8.1. All measurements shall be in metric system. All the works shall be jointly measured by the representative of the Engineer-in-Charge/Site-in-Charge and the Contractor or their authorised agent progressively. Such measurement will be recorded in the Measurement Book/Measurement Sheet by the Contractor or his authorised representative and signed in token of acceptance by the Owner or their authorised representative.

7.8.2. For the purpose of taking joint measurement, the Contractor/representative shall be bound to be present whenever required by the Engineer-in-Charge/Site-in-Charge.

If, however, they are absent for any reasons whatsoever, the measurement shall be taken by the Engineer-in-Charge/Site-in-Charge or his representative and the same would be deemed to be correct, final and binding on the Contractor.

7.8.3. In case of any dispute as to the mode of measurement for any item of work, the latest Indian Standard Specifications shall be followed. In case of any further dispute on the same the same shall be as per the certification of an outside qualified Engineer/Consultant. Such a measurement shall be final and binding on the Owner and the Contractor.

7.9 **BILLING OF WORKS EXECUTED**

The Contractor will submit a bill in approved proforma to the Engineer- in-Charge/Site-in-Charge of the work giving abstract and detailed measurement for the various items executed during a month, before the expiry of the first week of the succeeding month. The Engineer-in-Charge/Sitein-Charge shall take or cause to be taken the requisite measurements for the purpose of having the bill verified and/or checked before forwarding the same to the disbursement office of the Owner for further action in terms of the Contract and payment thereafter. The Engineer-in-Charge/Site-inCharge shall verify the bills within 7 days of submission of the Bill by the Contractor.

7.10 **STATUTORY LEVIES**

7.10.1 The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, cess, levies and statutory payments payable under all or any of the statutes etc.

7.10.2 Variations of taxes and duties arising out of the amendments to the Central / State enactments, in respect of sale of goods / services covered under this bid shall be to HPCL's account, so long as :

- (i) They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and
- (ii) The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Input Tax credit, wherever applicable.

7.10.3 Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reasons of the work provided for by this Contract by third parties, or by Central or State Government authority or any administrative subdivision thereof. The Contractor further agrees that in case any such demand is raised against the Owner, and Owner has no way but to pay and pays/makes payment of the

same, the Owner shall have the right to deduct the same from the amounts due and payable to the Contractor. The Contractor shall not raise any demand or dispute in respect of the same but may have recourse to recover/receive from the concerned authorities on the basis of the Certificate of the Owner issued in that behalf.

- 7.10.4 **The rates quoted should be inclusive of all taxes. However, wherever a tax to be deducted at source the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of tax on works contract will be furnished to the Contractor.**
- 7.10.5 **The Contractor shall comply with all the provisions of the GST Act/Rules/requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HPCL to take Input Tax Credit. In case of imports, Contractor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Contractor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.**
- 7.10.6 **In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)**
- 7.10.7 **Contractor indemnifies the Corporation for any loss, direct or implied accrued to the Corporation on account of supplier/service provider failure to discharge its statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.**
- 7.10.8. Income tax will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.
- 7.10.9 The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.
- 7.10.10 **The Contractor's having their 'tax residency status' outside India shall provide Tax Residency Certificate (TRC), issued by Government of the Country or the specified territory where the Contractor is a Resident. Rule 21AB of the Income Tax Rules, 1962 has prescribed the contents of a TRC. This would enable the Corporation to**

deduct tax at source by duly considering the ‘treaty relief’, if any, under Double Taxation Avoidance Agreement (DTAA) entered into between GOI and the respective country/specified territory in which the Contractors’ ‘tax residency status’ is currently in force.

7.10.11 Anti-Profiteering Clause – GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Contractor to take note of the same and pass such benefits while quoting their price.

7.11 MATERIALS TO BE SUPPLIED BY CONTRACTOR

7.11.1 The Contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials agreed to be supplied as provided elsewhere in the contract. The Contractor shall make arrangement for procuring such materials and for the transport thereof at its own cost and expenses.

7.11.2 The Owner may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no responsibility of any nature. The Contractor shall procure materials of ISI stamp/certification and supplied by reputed suppliers.

7.11.3 . All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any materials procured. Before procuring, the Contractor should get the approval of Engineer-in-Charge/Site-in-Charge for any materials to be used for the works.

7.11.4. Manufacturer's certificate shall be submitted for all materials supplied by the Contractor. If, however, in the opinion of the Engineer-in-Charge/Site-in-Charge any tests are required to be conducted on the material supplied by the Contractor, these will be arranged by the Contractor promptly at its own cost.

7.12 MATERIALS TO BE SUPPLIED BY THE OWNER

- 7.12.1 Steel and cement may be supplied by the Owner to the Contractor against payment by Contractor from either godown or from the site or within work premises itself and the Contractor shall arrange for all transport to actual work site at no extra cost.
- 7.12.2 The Contractor shall bear all the costs including loading and unloading, carting from issue points to work spot storage, unloading, custody and handling and stacking the same and return the surplus steel and cement to the Owner's storage point after completion of Work .
- 7.12.3 The Contractor shall be fully accountable for the steel and cement received from the Owner and Contractor shall give acknowledgement/receipt for quantity of steel and cement received by it each time he uplifts cement from Owner's custody.
- 7.12.4 For all computation purposes, the theoretical cement consumption shall be considered as per CPWD standards.
- 7.12.5 Steel and cement as received from the manufacturer/stockists will be issued to the Contractor. Theoretical weight of cement in a bag will be considered as 50 Kg. Bags weighing upto 4% less shall be accepted by the contractor and considered as 50 Kg. per bag. Any shortage in the weight of any cement bag by more than 4% will be to the Owner's account only when pointed out by the Contractor and verified by Engineer-in-Charge/Site in Charge at the time of Contract or taking delivery.
- 7.12.6 The Contractor will be required to maintain a stock register for receipt, issuance and consumption of steel and cement at site. Cement will be stored in a warehouse at site. Requirement of cement on any day will be taken out of the warehouse. Cement issued shall be regulated on the basis of FIRST RECEIPT to go as FIRST ISSUE.
- 7.12.7 Empty cement bag shall be the property of the Contractor. Contractor shall be penalised for any excess/under consumption of cement. The penal rate will be twice the rate of issue of cement for this work.

- 7.12.8 All the running bills as well as the final bills will be accompanied by cement consumption statements giving the detailed working of the cement used, cement received and stock-on-hand.
- 7.12.9 The Contractor will be fully responsible for safe custody of cement once it is received by it and during transport. Owner will not entertain any claims of the Contractor for theft, loss or damage to cement while in its custody.
- 7.12.10 The Contractor shall not remove from the site any cement bags at any time.
- 7.12.11 The Contractor shall advise Engineer-in-charge/Site-in-charge in writing at least 21 days before exhausting the cement stocks already held by Contractor to ensure that such delays do not lead to interruptions in the progress of work.
- 7.12.12 Cement shall not be supplied by the Owner for manufacturing of mosaic tiles, precast cement jali and any other bought out items which consume cement and for temporary works.
- 7.12.13 Cement in bags and in good usable condition left over after the completion of work shall be returned by the Contractor to the Owner. The Owner shall make payment to the Contractor at the supply rate for such stocks of cement they accept and receive. Any refused stock of cement shall be removed by the Contractor from the site at its cost and expenses within 15 days of completion of the work.

8. PAYMENT OF CLAIMS AND DAMAGES

- 8.1 Should the Owner have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.

8.2 **ACTION AND COMPENSATION IN CASE OF BAD WORK**

If it shall appear to the Engineer-in-Charge/Site-in-Charge that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles provided by the Contractor for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the Contract, the Contractor shall on demand in writing from the Engineer-in- Charge/Site-in-Charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at its own charge and cost and expenses and in the event of failure to do so within a period of 15 days of such intimation/information/knowledge, the Contractor shall be liable to pay compensation equivalent to the cost of reconstruction by the Owner. On expiry of 15 days period mentioned above, the Owner may by themselves or otherwise rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respects of the Contractor. The decision of the Engineer- in- Charge/ Site-in-Charge as to any question arising under this clause shall be final and conclusive and shall not be raised as a dispute.

8.3 **INSPECTION AND AUDIT OF CONTRACT AND WORKS**

The Project is subject to inspection by various Government agencies of Government of India. The Contractor shall extend full cooperation to all the Government and other agencies in the inspection of the works, audit of the Contract and the documents of Contract Bills, measurements sheets etc. etc. and examination of the records of works and make enquiries interrogation as they may deem fit, proper and necessary. Upon inspection etc. by such agencies if it is pointed out that the contract work has not been carried out according to the prescribed terms and conditions as laid down in the tender documents and if any recoveries are recommended, the same shall be recovered from the Contractor's running bills/final bill/from ordered/suggested Security

Deposit/retention money, and if the amounts available with the Owner are insufficient to cover such recoveries the same shall be paid within 7 days of written demand from the Owner by the Contractor. The Contractor shall not raise any dispute on any such account and the decision of the Owner shall be final and binding.

9. **INTEREST**

Notwithstanding anything contained in the Contract, no interest shall be payable by the Owner on any money which may become due or outstanding under the Contract or on any claim which may become due owing to any dispute, difference or misunderstanding between the Owner and the Contractor.

10. **CONTRACTOR TO INDEMNIFY THE OWNER**

The Contractor shall indemnify the Owner and every member, officer and employee of the Owner, also the Engineer-in-Charge/Site-in-Charge and the respective staff against all the actions, proceedings, claims, demands, costs, expenses whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs, expenses which may be made against the Owner, for or in respect of or arising out of, any failure by the Contractor in the performance of its obligations under the Contract. The Contractor shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or its sub-contractor and Contractor shall indemnify and keep indemnified the Owner against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

11. **LEVY OF LIQUIDATED DAMAGES FOR DELAY**

- 11.1 Parties agree and acknowledge that time is the essence of the Contract. In the event of delay in completion of work for reasons attributable to the Contractor, without prejudice to the Owner's rights under Clause 12, the Contractor shall be liable to pay to the Owner liquidated damages for the period beyond the Contractual Delivery Date

(CDD) and the said Liquidated Damages shall be computed in the manner specified in Clause 11.3.

- 11.2 The Parties agree that amounts calculated as per Clause 11.3 are reasonable and constitute a genuine pre-estimate of the loss/damage which shall be suffered by the Owner on account of delay on the part of the Contractor. It is further agreed that said amount shall be payable on demand without there being any proof of the actual loss or damages having been caused by such delay/breach. The Parties further irrevocably agree that the liquidated damages is mutually agreed amount under the Contract. The Owner shall be at liberty to adjust or deduct the said amount of liquidated damages from any amount due to the Contractor including from Security Deposit or from any Bank Guarantees or Insurance Surety Bonds or Deposits furnished by the Contractor or the Retention Money retained from the Bills of the Contractor, either under this Contract or any other contract.
- 11.3 The Owner shall be entitled to recover Liquidated damages from the Contractor. The Liquidated Damages shall be initially at the rate of 0.5% (half percent) of the Total Contract Value for every week of the delay subject to a maximum of 5% of the Total Contract Value,
- 11.4 Liquidated Damages shall be applicable on full complete week (s) of delay and for fractional days Liquidated Damages shall be applicable on pro-rata, if any.
- 11.5 Total Contract value for the purpose of levy of liquidated damage shall mean the total cost inclusive of taxes, levies and all other costs at which the contract is awarded but exclusive of value of items in scope of Corporation's supply
- 11.6 The Contractor shall be entitled to give an acceptable unconditional and irrevocable Bank Guarantee in lieu of such a deduction towards Liquidated Damages.
- 11.7 Once a final decision is taken on the request of the Contractor for extension of time or otherwise, the Liquidated Damages shall be applicable on each full completed

week(s) of delay (and for part of the week, a pro-rata Liquidate Damages shall be applicable). The decision of the Owner in regard to the breach of the Contractual Delivery Date by Contractor and imposition of Liquidated Damages shall be final and binding on the Contractor.

11.8 The Liquidated damages payable hereunder shall not discharge the Contractor from its obligations to complete the Work, or from any other duties, obligations or responsibilities under this Contract or under Applicable Law.

11.9 The Contractor and the Owner agree that the amounts fixed as Liquidated Damages are reasonable, considering the damages that the Owner would sustain in the event of the Contractor's failure to adhere to the Contractual Delivery Date.

11.10 The Contractor agrees that the Liquidated Damages is over and above any right which Owner has to risk purchase under Clause 12.5 of General Terms & Conditions of Works Contract and any right to get the defects in the work rectified at the cost of the Contractor.

12. **TERMINATION OF CONTRACT**

12.1 The Owner may terminate the Contract at any stage of the work for reasons to be recorded in the letter of termination.

12.2 The Owner inter alia may terminate the Contract for any or all of the following reasons:

- a) The Contractor has abandoned the work/Contract.
- b) The Contractor has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.
- c) The Contractor has failed to remove materials from the Site or to pull down and replace the work within 15 days after receiving from the Engineer-in-Charge/Site-in-Charge/Owner written notice that the said materials or work were condemned and/or rejected by the Engineer-in-Charge/Site-in-Charge/Owner under specified conditions.

- d) The Contractor has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contractor.
- e) The Contractor has to the detriment of good workmanship or in defiance of the Engineer-in-Charge/Site-in-Charge/Owner's instructions to the contrary sub-let any part of the Contract.
- f) The Contractor has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.
- g) The Contractor has stopped attending to work without any prior notice and prior permission for a period of 15 days.
- h) The Contractor has become untraceable.
- i) The Contractor has without authority acted in violation of the terms and conditions of this Contract and has committed breach of terms of the Contract in best judgement of the owner.
- j) The Contractor has been declared insolvent/bankrupt.
- k) In the event of sudden death/winding up/dissolution of the Contractor.
- l) The Contractor procured the contract based on some fake or false credentials/ documents or fraudulently, howsoever.
- m) The Contractor becomes mentally unsound or is convicted of any offence (applicable to Sole Proprietorship or Partnership).

12.3 For termination of Contract under Clauses 11.2 (a) to (g) (both inclusive) and (i), the Owner may provide an opportunity to the Contractor to rectify the defaults through a written notice to which the Contractor shall be obliged to respond within 7 days from the date thereof.

12.4 The owner on termination of such contract shall have the right to appropriate the Security Deposit, Retention Money and invoke the Bank Guarantee or Insurance Surety Bond furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.

- 12.5 **In case of Termination of the Contract, Owner shall have the right to carry out the unexecuted portion of the Work either by themselves or through any other contractor(s) at the risk and cost of the Contractor. In view of paucity of time, Owner shall have the right to place such unexecuted portion of the work on any nominated contractor(s). However, the liability of the Contractor on account of such risk purchase shall be restricted to 100% of the total contract value.**
- 12.6 The Contractor within or at the time fixed by the Owner shall depute its authorized representative for taking joint final measurements of the works executed thus far and submit the final bill for the work as per joint final measurement within 15 days of the date of joint final measurement. If the Contractor fails to depute their representative for joint measurement, the Owner shall take the measurement with their Engineer-in-Charge/Site-in-Charge or any other outside representatives. Such a measurement shall not be questioned by the Contractor and no dispute shall be raised by the Contractor on the same.
- 12.7 The Owner may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, power operated tools and steel, cement and other materials of the Contract at the site or around the site and use or employ the same for completion of the work or employ any other contractor or other person or persons to complete the works. The Contractor shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter the Engineer-in-Charge/Site-in-Charge/Owner shall give a notice in writing to the Contractor to remove surplus materials and plant, if any, and belonging to the Contractor except as provided elsewhere in the Contract and should the Contractor fail to do so within a period of 15 days after receipt thereof the Owner may sell the same by public auction and shall give credit to the Contractor for the amount realised. The Owner shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Owner for the value of the plant and materials so taken possession and the expense or loss which the Owner shall have been put to in

procuring the works, to be so completed, and the amount if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Owner to the Contractor or by the Contractor to the Owner, as the case may, and the Certificate of the Owner shall be final and conclusive between the parties.

- 12.8 When the Contract is terminated by the Owner for all or any of the reasons mentioned above the Contractor shall not have any right to claim compensation on account of such termination.

13. **FORCE MAJEURE**

- 13.1 "Force Majeure" shall mean any of the following events or circumstances or combination of the following events or circumstances, which are beyond the reasonable control of the affected Party, which could not have been prevented by the exercise of reasonable skill and care and which or any consequences of which, have a direct, material and adverse effect upon the performance by the affected Party of its relevant obligations under this Contract, as under (each a "Force Majeure Event"):

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, pandemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure Event.

- 13.2 The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. The considered decision of the Owner arrived at after consultation with the Contractor, shall be final and binding. Such a determined period of time be extended by the Owner to enable the Contractor to complete the Work within such extended period of time.

13.3 **Notification of Force Majeure**

- a) Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of a Force Majeure event giving full particulars of the Force Majeure Event and the reasons for the Force Majeure Event preventing the Contractor from, or delaying the Contract in performing its obligations under the Contract.
- b) The Owner shall have the right to provide written notice of the occurrence of any Force Majeure Event.
- c) The Owner shall be entitled to determine which portions of the work are affected by the Force Majeure Event. The Contractor shall be obliged to take steps to mitigate the effects of the Force Majeure Event on the schedule of the works or the execution of the Work.
- d) During the existence and/or continuation of a determined Force Majeure Event, the obligation of the parties under the Contract shall remain suspended. Time extension shall be worked out in such cases. Neither party shall be entitled to any other claims

13.4 **Right of either party to terminate**

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

13.5 **Payment due to Force Majeure**

- a) The Contract Price attributable to the Works performed as at the date of the commencement of the relevant Force Majeure Event shall be payable to the Contractor, subject to the other rights of the Owner and provisions of the Contract.
- b) Irrespective of whether arising during suspension under this Clause or due to termination of Contract under this Clause, the Contractor has no entitlement and Owner has no liability for:
 - i. any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
 - ii. any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

14. **DISPUTE RESOLUTION**

(A) Discussions and Resolution

- a) The parties shall attempt to resolve all dispute and difference arising out of or relating to this Contract through negotiations in good faith. If any dispute or difference remains unresolved, then all such unresolved disputes or differences shall be referred to the Executive Director/SBU Head of HPCL of the concerned department and the Director/ Owner / authorized Senior Official of the Contractor for an amicable solution.

If any dispute or difference remains unsettled within sixty (60) days from the date on which either Party has served a written notice on the other Party making claims and for discussions, then the provisions of Part B (i.e., Conciliation) of this Clause shall apply.

(B) Conciliation

- a) All disputes and differences covered under the Conciliation Rules, 2019 arising out of or relating to this Contract including its performance or interpretation, shall be fully and finally settled through Conciliation as per the Conciliation Rules, 2019 of HPCL, as amended from time to time.

- b) The Conciliation Rules, 2019 of HPCL are available in the website of HPCL and will be deemed to be incorporated into the Contract by reference. The said Rules shall be binding upon the Parties.
- c) The language of the conciliation shall be English.
- d) The governing law for conciliation shall be that of India.
- e) In case the Conciliation fails, or if there are any disputes or differences which are not covered under Conciliation Rules, 2019, then the parties shall be free to take appropriate legal remedies for adjudication of their disputes.
- f) The Courts having jurisdiction over the place where the Contract was performed, except for enforcement of decree/judgment, shall be the court having jurisdiction to adjudicate the disputes between the parties.

15. **GENERAL**

- 15.1. Materials required for the works whether brought by the Contractor or supplied by the Owner shall be stored by the Contractor only at places approved by Engineer-in- Charge/Site-in-Charge. Storage and safe custody of the material shall be the responsibility of the Contractor.
- 15.2. Owner and/or Engineer-in-Charge/Site-in-Charge connected with the Contract, shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or at other place(s) manufactured or at any places where these are laying or from which these are being obtained and the Contractor shall give facilities as may be required for such inspection and examination.

- 15.3. In case of any class of work for which there is no such specification supplied by the Owner as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering practice subject to the approval of the Engineer-in-Charge/Site-in- Charge.
- 15.4. Should the work be suspended by reason of rain, strike, lockouts or other cause the Contractor shall take all precautions necessary for the protection of the work and at its own expense shall make good any damages arising from any of these causes.
- 15.5. The Contractor shall cover up and protect from injury from any cause all new work also for supplying all temporary doors, protection to windows and any other requisite protection for the whole of the works executed whether by himself or special tradesmen or sub- contractors and any damage caused must be made good by the Contractors at his own expense.
- 15.6. If the Contractor has quoted the items under the deemed exports, then it will be the responsibility of the Contractor to get all the benefits under deemed exports from the Government. The Owner's responsibility shall only be limited to the issuance of required certificates. The quotation will be unconditional and phrases like "subject to availability of deemed exports benefit" etc. will not find place in it.
16. **Integrity Pact:** Effective 1st September, 2007, all tenders and contracts shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders or contracts is Rs. 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.
17. The Parties agree that the Owner shall have the right of set-off and recover any payments due to the Owner from the Contractor in relation to the Contract, against

any payments are due or may become due from the Owner to the Contractor under the Contract or any other contracts.

18. **Governing Law and Jurisdiction** : This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts having jurisdiction over the place where the Contract and Work was performed or was agreed to be performed shall have exclusive jurisdiction over matters arising out of or relating to this Contract.
19. **No Liability of the Government Of India** : It is expressly understood and agreed by and between the Tenderer and the Owner, that the Owner is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Owner is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of law of contracts. The Tenderer expressly agrees, acknowledges and understands that the Owner is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the Tenderer hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of the contract. The Tenderer further covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Contract.
- 20 **Survival**: Notwithstanding the termination or suspension of this Contract for any reason and notwithstanding anything to the contrary in this Contract, the rights and obligations of the Parties under the Contract that by their nature survive the termination or suspension that are specified to survive and shall not be extinguished by termination or suspension of this

Contract, including the provisions of Clause 4 (Deposits), Clause 5.18 (Defect Liability Period), Clause 5.20 (Limitation of Liability), Clause 9 (Contractor to Indemnify the Owner), Clause 12 (Termination), Clause 14 (Dispute Resolution), Clause 18 (Governing Law and Jurisdiction) and Clause 19 (No Liability of the Government of India) which shall continue to survive any termination or suspension of the Contract and be binding on the Parties.

21. Grievances of parties participating or intend to participate in the tender shall be addressed in writing to the officer designate of the Grievance Redressal Cell where the tenders have to be submitted within the stipulated period. Detailed mechanism of Grievance Redressal is available on the HPCL website.
22. **The guidelines for Holiday Listing as adopted and available on HPCL website shall be applicable to all tenders floated and all Purchase Orders/Contracts placed by HPCL.**

Attachment 1: Labour Laws Statutory Terms- All Contracts

1. LIST OF APPLICABLE LABOUR LEGISLATIONS:

The Contractor shall ensure compliance (including documentation, maintenance of registers and submission of returns/reports, etc.) of all applicable Labour Laws/Acts, Rules and Regulations framed thereunder and their re-enactments / amendments / modifications including but not limited to the following laws as per their applicability:

- i. The Employee's Compensation Act, 1923
- ii. The Payment of Wages Act, 1936
- iii. The Minimum Wages Act, 1948 and Rules
- iv. The Factories Act, 1948 and Applicable State Factories Rules
- v. The Employees' State Insurance Act, 1948
- vi. The Employees' Provident Funds & Miscellaneous Provisions Act, 1952
- vii. The Maternity Benefit Act, 1961
- viii. The Payment of Bonus Act, 1965 and Rules
- ix. The Contract Labour (Regulation & Abolition) Act, 1970 and The Contract Labour (Regulation & Abolition) Central Rules, 1971
- x. The Equal Remuneration Act, 1976
- xi. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
- xii. The Child and Adolescent Labour (Prohibition and Regulation) Act, 1986
- xiii. The Building & Other Construction Workers Act, 1996
- xiv. The Sexual Harassment of Women at Workplace (Prevention, Prohibition & Redressal) Act, 2013
- xv. The Ease of Compliance to Maintain Registers under various Labour Law Rules, 2017
- xvi. The Rationalisation of Forms and Reports under Certain Labour Law Rules, 2017
- xvii. The Labour Welfare Fund Act (of respective State, if applicable)
- xviii. The Shops and Establishments Act (of respective State, if applicable)
- xix. National Holidays Act (of respective State, if applicable)
- xx. The Private Security Agencies (Regulation) Act, 2005 (if applicable)
- xxi. Directorate General Resettlement (DGR) Guidelines (if applicable)

NOTE: The Government has notified and brought into force, with effect from 21/11/2025, the following four Labour Codes, consolidating and rationalising 29 existing labour laws:

- i. The Code on Wages, 2019
- ii. The Occupational Safety, Health and Working Conditions Code, 2020
- iii. The Code on Social Security, 2020
- iv. The Industrial Relations Code, 2020

In furtherance of the implementation of the aforesaid Labour Codes, the Central Government and several State Governments / Union Territories have pre-published the draft Rules and invited comments from public & stakeholders.

The Contractor shall be responsible for ensuring strict compliance with the above-mentioned Labour Codes and the Rules, Regulations, Notifications, Standards, Schemes, etc. framed thereunder, as and when notified, in letter and spirit. During the transition period, the Contractor shall also be liable to comply with the existing labour Acts / Enactments and their respective Rules, Regulations, Notifications, Standards, Schemes, etc., as applicable.

2. STATUTORY COMPLIANCE:

Contractors shall strictly abide by and ensure compliance with the following:

A) The Contract Labour (Regulation & Abolition) Act, 1970 and The Contract Labour (Regulation & Abolition) Central Rules, 1971

i. License / Renewal of License

- a. The Contractor who proposes to deploy 20 or more contract labour on any day shall be issued “Form-III-Form of Certificate by Principal Employer” by HPCL as provided under Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017 prior to such deployment.
- b. In such cases, the Contractor shall apply with Licensing Officer (Central) in “Form II-Application for License / Renewal of License” on Shram Suvidha Portal (SSP) and arrange to obtain a valid “License in Form VI” under the Provisions of The Contract Labour

(Regulation & Abolition) Act, 1970 and The Contract Labour (Regulation & Abolition) Central Rules, 1971, prior to deploying contract labour at HPCL Location.

- c. The Contractor shall apply to the Licensing Officer on SSP for renewal of the licence, not less than thirty days before the date on which the Licence expires as per Rule 29 of The Contract Labour (Regulation & Abolition) Central Rules, 1971.
- d. Contractor to whom the Act applies, shall not execute / undertake any work through contract labour except with a valid License issued by Licensing Officer. A copy of such License / Renewal of License / Amendment of License so obtained by the Contractor shall be submitted with HPCL prior to deployment of contract labour.
- e. The number of contract labour employed by the Contractor in the establishment shall not, on any day, exceed the maximum number specified in the License.
- f. The Contractor shall prominently display a copy of License at the premises where the contract work is being carried on.
- g. The Contractor shall at all times comply with the conditions of License granted by Licensing Officer. In the event of any breach of conditions License Contractor shall be solely responsible.

ii. Employment Card

The Contractor shall issue to each of his contract labour within three (3) days of the employment of the contract labour, an “Employment Card in Form XII” in triplicate as provided under Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017 and as per Rule 76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971.

The Contractor shall ensure that the original copy of Employment Card with duly affixed seal and signature of the Employer i.e., the Contractor, is handed over to respective contract labour, and the original acknowledged hard-copy of the Employment Card is submitted with HPCL.

The Contractor shall be at liberty to issue and produce acknowledged copy of Appointment Letter, if he so desires, in addition to issuance of Employment Card.

iii. Appointment Letter

Contractor shall produce Appointment Letter in respect of workmen who does not fall within the definition of “workman” as given under Section 2(1)(i) of the Contract Labour (Regulation & Abolition) Act, 1970 i.e., not employed by contractor in or in connection with the work awarded by HPCL, provided that his hours of work, wages, allowances and other benefits shall not be less than what is provided under applicable statutes and rules framed thereunder.

iv. Combined Registers

The Contractor shall maintain combined registers as prescribed under Ease of Compliance to Maintain Registers under various Labour Law Rules 2017 towards compliance under following Acts / Rules framed thereunder:

- (i) Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996;
- (ii) Contract Labour (Regulation and Abolition) Act, 1970;
- (iii) Equal Remuneration Act, 1976;
- (iv) Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979;
- (v) Minimum Wages Act, 1948;
- (vi) Payment of Wages Act, 1936;

The Contractor shall keep below mentioned registers complete and up-to-date at HPCL’s establishment or the nearest convenient building within the precincts of the HPCL’s establishment or at a place within a radius of three kilometres of such HPCL’s establishment.

- a. “Employee Register in Form A” as provided under Ease of Compliance to Maintain Registers under various Labour Law Rules 2017.
- b. “Wage Register in Form B” as provided under Ease of Compliance to Maintain Registers under various Labour Law Rules 2017.

The Contractor shall be responsible for payment of wages to each worker employed by him as contract labour and as such wages shall be paid before the expiry of 7th day of following wage month.

In case the Contractor fails to make payment of wages within the prescribed period or makes short payment, then the Principal Employer / HPCL shall be at liberty to invoke Section 21(4) of The Contract Labour (Regulation & Abolition) Act, 1970 and further action including termination may be taken as per terms and condition of the contract.

The authorised representative of the Principal Employer upon verification of entries in Attendance Register vis a vis Wage Register vis a vis Bank Statement reflecting credit in Bank Account of respective contract labour, shall record under his signature a certificate at the end of the entries in the Wage Register, in the following form as per Rule 73 of The Contract Labour (Regulation & Abolition) Central Rules, 1971:

“Certified that the amount shown in column No. ... has been paid to the workman concerned in my presence on at

- c. “Register of Loan/Recoveries in Form C” as provided under Ease of Compliance to Maintain Registers under various Labour Law Rules 2017.

Where no deduction or fine has been imposed during any wage period, a ‘nil’ entry shall be made across the body of the register at the end of the wage period indicating also in precise terms the wage period to which the ‘nil’ entry relates, in Form C Register of Loan/Recoveries.

- d. “Attendance Register in Form D” as provided under Ease of Compliance to Maintain Registers under various Labour Law Rules 2017.

The Contractor shall arrange to update the correct and exact In/Out time in the “Attendance Register in Form D” on real-time basis, i.e., as and when the Manpower arrives at an establishment/Factory of HPCL or leaves it.

In case contract labour is not present the following abbreviations to be entered:
R for Rest / L for Paid Leave / A for absent / O for Weekly Off / C for Establishment Closed.

NOTE: All the registers and other records shall be preserved by Contractor in original for a period of three calendar years from the date of last entry therein.

It is clarified that the Contractor shall maintain compliance records in prescribed formats, either in bound book or electronic form but shall not maintain records maintain in draft versions such as in excel, word, etc. or loose sheets.

The combined registers shall be generated through Contract Labour Management System (CLMS), as and when implemented and maintained electronically.

v. Wage Slip

The Contractor shall issue “Wage Slip in Form XIX” as per Rule 78(1)(b) of the Contract Labour (R&A) Central Rules, 1971 under his Seal and Signature, at least a day prior to the disbursement of wage to each of his Contract Labour and shall submit the duly acknowledged copy of Wage Slip in original to HPCL.

vi. Service Certificate

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated a “Service Certificate in Form XV” under his Seal and Signature. Contractor shall submit original acknowledged hard-copy of such Service Certificate with HPCL.

vii. Inspection

All the registers, records and notices maintained under The Contract Labour (Regulation & Abolition) Act, 1970 and The Contract Labour (Regulation & Abolition) Central Rules, 1971 shall be produced by the Contractor on demand before HPCL Officers or the Inspector or any statutory authority under the Act or any person authorised in that behalf by the Central Government.

B) The Factories Act, 1948 and State Factories Rules (Applicable for Factories)

The below list of compliances is illustrative in nature and not exhaustive, and shall be read in conjunction with the applicable State Factories Rules.

i. Pre-Employment & Periodical Medical Examination

Contractor shall ensure that every worker employed in a factory being hazardous process are medically examined, by a qualified medical practitioner viz., Factory Medical Officer or Certifying Surgeon, in the following manner, namely: -

- (a) once before employment to ascertain physical fitness of the person to do the particular job,
- (b) once at intervals as prescribed under applicable State Factories Rules but not exceeding twelve months, to ascertain the health status of all the workers in respect of occupational health hazards to which they are exposed, and in cases where in the opinion of the Factory Medical Officer it is necessary to do so at a shorter interval in respect of any worker,
- (c) the details of pre-employment and periodical medical examinations carried out as aforesaid shall be recorded in the “Health Register” in Form as prescribed under applicable State Factories Rules.
- (d) The Contractor shall ensure examination of eye-sight of workers who have to work on crane, locomotive, dumper, lorry, tractor, and fork-lift truck, etc by a qualified ophthalmologist to work whether with or without the use of corrective glasses.

No person shall be employed for the first time without a Certificate of Fitness in “Form” granted by the Factory Medical Officer. The Contractor shall not deploy any worker who is not medically fit or found unfit for any particular jobs.

The fees for such Pre-employment and Periodical Medical Examination shall be borne by the Contractor. The Contractor shall submit copy of health records with Occupier / Manager of Factory. The Contractor shall retain photocopy of health records for a period of three years from last entry therein and shall make the same accessible for inspection by HPCL Officer, Inspector, Central / State Government on demand.

ii. Working Hours

Contractor shall ordinarily not require any worker to work in a factory for more than nine hours in any day and for more than forty-eight hours in any week.

The period of work inclusive of intervals for rest shall not spread over more than ten and half hours in any day.

iii. Weekly Holiday

Contractor shall provide weekly holiday to workers deployed to work in a factory.

In the event any worker is required to work on weekly holiday then contractor shall provide him a holiday for a whole day on one of the three days immediately before or after the said day.

Where a worker works on said day and has had a holiday on one of the three days immediately preceding it, then said day shall, for the purpose of calculating his weekly hours of work, be included in the preceding week.

Provided that no worker shall be allowed to work for more than ten days consecutively without a holiday for a whole day.

iv. Overtime

Where owing to absenteeism or shortage of manpower, Contractor requires worker to work in a factory for more than nine hours in any day or for more than forty-eight hours in any week, he shall, in respect to overtime work, pay to the worker wages at the rate of twice his ordinary rate of wages.

It is clarified that if the contractor fails to maintain the minimum number of workers as required under contract awarded to him, due to absenteeism / leave etc. of any of his workmen and in case, he asks the worker engaged in previous shift(s) to continue in next shift(s), the cost towards the Overtime, so to be paid to the said worker, shall be borne by the contractor.

However, in case, as per the exigencies of the work, if HPCL expressly advises the contractor to continue the work beyond normal working hours, the said cost to be incurred by the contractor towards payment of Overtime to his workmen, will be reimbursed by HPCL to the contractor on actual basis subject to production of proof of payment thereof.

v. Permissible Hours of Overtime

Notwithstanding above terms, Contractor shall ensure that at all times the total number of hours of a worker in a day / week / quarter as the case may be, including overtime shall not exceed prescribed limits of work under applicable State Factories Rules.

vi. Restriction on employment of Women

Contractor shall not deploy a woman to work in factory except between the hours of 6 AM and 7 PM.

Provided that women may be required or allowed to work even between the hours of 7 PM and 6 AM in factories where adequate safety and security measures or safeguards as prescribed under State Factories Rules are provided.

vii. Safety

Contractor shall ensure that its workers follow safety precautions, Standard Operating Procedure (SOP) inclusive of wearing Personal Protective Equipment's (PPEs), Protective Clothing, etc. at all times while working inside a factory.

Contractor shall ensure that its workers attend regular trainings imparted for workers' health and safety at work and follow information, instruction, training and supervision as are necessary to ensure the health and safety of all workers at work.

Contractor shall ensure that no worker is required or allowed to work in factory without adequate protective wear such as suitable Safety Headgear, Protective Clothing, Clean Boiler Suit, Safety Goggles, Safety Shoes, Ear Muffs, Hand Gloves, as may be applicable according to the nature of work and as per HPCL's Standard Operating Procedure (SOP).

viii. Prohibition relating to smoking etc.

Contractor shall ensure that no worker shall smoke or carry matches, fire or naked light or other means of producing a naked light or spark in factory or in the vicinity thereof.

In the event of any incident / mishap occurs due to fault, negligence, neglect, etc. of any worker, the Contractor shall be responsible for loss(es), if any.

ix. Intimations

The contractor/supervisor shall immediately intimate the Occupier/ Manager / Location in Charge / Shift Officer as the case may be in the event any accident / dangerous occurrence, etc. at the location so that appropriate steps may be taken to ensure timely medical treatment to injured worker(s) and onward intimation to the statutory authorities.

x. Inspection

All the registers, records and notices maintained under The Factories Act, 1948 and applicable State Factories Rules, 1971 shall be produced by the Contractor on demand before HPCL Officers or the Inspector or any statutory authority under the Act or any person authorised in that behalf by the Central / State Government.

C) Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):

Contractor shall at his own expense, ensure that all his/its personnel deployed under the contract are given 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 HPCL, within 30 days of commencement of work.

D) The Employees' State Insurance Act, 1948

i. Establishment Registration and Employee Enrolment

The Employees' State Insurance Act, 1948 is applicable to establishments and factories situated in ESI Notified Area and thus the Contractor shall ensure compliance with the provisions of this Act and Schemes framed thereunder irrespective of number of employees deployed by the contractor at HPCL's establishment / factory so as to ensure coverage of its employees drawing wages as defined under Section 2(22) of Act, 1948 not exceeding Rs. 21,000/- per month.

Contractor shall obtain registration under ESI having 17-digit unique identification number and shall ensure Employee Enrolment and Insured Person Mapping either with previously allotted ESI Number or registration as new employee including UAN Seeding, Aadhar Seeding, generation of e-Pehchan card, etc.

Registration of Insured Person is the process of obtaining and recording information about the entry of an employee into 'insurable employment', for the purpose of his identification under the Act. The Contractor before taking into employment shall register the insurable employee on-line. The Contractor shall generate Temporary Identification Certificate (TIC). The TIC is valid only for 30 days. If Aadhar number is seeded in TIC, it will become e-pehchan (Permanent Identification Certificate).

In the event Act, 1948 is applicable i.e., establishment / factory is situated in ESI Notified Area and Contract Labour is drawing monthly wages not exceeding Rs. 21,000/-, Contractor shall not deploy contract labour except upon his enrolment as Insured Person with Contractors Establishment ID under ESI.

ii. Wage Ceiling Limit

The wage ceiling prescribed for coverage of an employee is Rs. 21,000/- per month w.e.f. 01/01/2017. However, Physically Disabled Persons coverage limit is Rs. 25,000/- per month.

The above wage ceiling limit is subject to revision as may be notified by central government from time to time.

iii. Contribution Rate & Timeline

Contractor shall contribute employers' share at the rate of 3.25% in respect of every employee and deduct employees' contribution at the rate of 0.75% from gross monthly wages and shall pay these contributions at the above specified rates to the ESI Corporation on or before 15th of the following wage month.

The above rate of contribution is subject to revision as may be notified by central government from time to time.

iv. Contribution to be calculated on

Contractor shall take into account following wage components paid at an interval not exceeding two months for computation of wages for payment of contribution:

- a) Basic Pay/Wages/Salary;
- b) Dearness Allowance/ House Rent Allowance;
- c) Overtime Wages (but not to be taken into account for determining the coverage);
- d) Wages/ salary/ pay for weekly off and public holidays;
- e) Commission paid to sales staff;
- f) Any other remuneration paid or payable in cash to an employee if the terms of contract of employment, expressed or implied were fulfilled; etc.

It may be noted that the above are only indicative. Contractor is advised to be guide by Section 2(22) of Employees' State Insurance Act, 1948 for more clarity.

v. Contribution Period and Benefit Period

There are two contribution periods each of six months duration and two corresponding benefit periods also of six months duration as under.

Contribution period commencing from 1st April to 30th Sept. has corresponding Cash Benefit period commencing from 1st Jan of the following year to 30th June and Contribution Period commencing from 1st Oct to 31st March of the year following has corresponding Cash Benefit Period commencing from 1st July to 31st December.

vi. Revision of Wages during Contribution Period

In case the wages of an employee are increased (excluding remuneration for overtime work) from a retrospective date resulting in crossing the wage limit prescribed, its effect on coverage of that employee is only after expiry of the Contribution period during the currency of which such increase is announced or declared as per Rule 50 of the Employee's State Insurance (Central) Rule 1950.

Contractor shall pay contribution on enhanced wages from the month in which such increase is announced. Contractor shall not pay contribution on the arrears for the period prior to the month of declaration/ announcement/ agreement.

vii. Interest and Damages

Non-payment or delayed payment of the Employee's contribution deducted from the wages of the employee amounts to 'Criminal Breach of trust' and is punishable under Bharatiya Nyaya Sanhita (BNS), 2023 and also an offence under Section 85 of ESI Act.

In the event of default/delay inclusive of short payment, non-payment, etc. the Contractor shall pay simple interest under Regulation 31-A and Damages under Regulation 31-C both as provided under The Employees' State Insurance (General) Regulations, 1950 and shall produce documentary proof of payments towards Regulations 31-A and 31-C basis which the bills of following month will be released by HPCL. It is clarified that the payment towards Regulations 31-A and 31-C incurred by Contractor shall not be subject to reimbursement by HPCL under any circumstance whatsoever.

For delayed remittances, at present, simple interest is payable at the rate of 12% per annum or at such higher rate as may be specified from time to time. Further, damages in addition to the interest is presently levied at the following rates which is subject to revision from time to time:

- i. Less than 2 months – 5% per Annum
- ii. Two Months to Four Months Delay – 10% per Annum
- iii. Four Months to Six Months Delay – 15% per Annum
- iv. Six Months and above – 25% per Annum

E) The Employee's Compensation Act, 1923

i. Coverage

If establishment / factory is situated in area not notified by ESI and / or if the contract labour deployed by contractors is drawing wages exceeding prescribed wage ceiling limit under Employees' State Insurance Act, 1948 which is at present Rs. 21,000/- per month, in such

event the Contractor shall cover its employees under the provisions of Employees' Compensation Act, 1923 for the entire duration of contract including revision / renewal, if any.

The above wage ceiling limit under The Employees' State Insurance Act, 1948 is subject to revision as may be notified by central government from time to time.

Provided that in the event an employee crosses the prescribed ceiling limit in any month at any time after commencement of the contribution period commencing from i.e., 1st April to 30th Sept. or 1st Oct to 31st March of the following year under ESI Act, the Contractor shall obtain an insurance policy under Employee's Compensation Act, 1923 subsequent to the end of the contribution period. In such event, it may be noted that the Contractor shall not be entitled to claim reimbursement of ESI Employers' Contribution upon completion of contribution period. It is clarified that the reimbursement of ESI Contribution wherever eligible, is applicable only in case of Manpower Supply Contract or DGR Security Services.

ii. Policy under Employee's Compensation Act, 1923

Contractor shall at his costs obtain an Insurance Policy under Employee's Compensation Act, 1923 covering its employees either in name or by no. of lives secured and renew or amend the same as the case may be from time to time during the currency of contract. The policy shall be kept alive at all times during the periodicity of the contract.

The Contractor shall not deploy its employees at the establishment / factory of HPCL without having obtained a valid insurance policy under the Employee's Compensation Act, 1923, wherever applicable.

The abovementioned policy obtained by the Contractor shall necessarily include the following details:

- a. Name of the HPCL Factory/Establishment
- b. Number of lives / Names of insured categorized as per their skill category
- c. Wages earned by each category of employees of the Contractor

- d. Title of Policy should specifically refer as Policy under Employee's Compensation Act, 1923
- e. Periodicity / Validity Period of the Policy

If the EC Policy is obtained by the contractor for PAN India basis, it should reflect the name of the workers, to ensure compliance and effective coverage under the Policy.

A copy of above referred policy, its amendment or renewal, as the case may be, shall be submitted by the Contractor with HPCL, prior to commencement of job or as and when due upon production of which the premium towards such policy will be reimbursed to the Contractor at actuals on one time basis only in case of Manpower Supply Contract or DGR Security Services.

F) The Employees' Provident Funds & Miscellaneous Provisions Act, 1952

i. Establishment and Member Registration

The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 is applicable to establishments and factories employing 20 or more persons and thus the Contractor shall ensure compliance with the provisions of this Act and Schemes framed thereunder irrespective of number of employees deployed by the contractor at HPCL's establishment / factory.

Further, this is clarified that above referred establishment or factory shall include all departments and branches, whether situated in same place or different places and shall be treated as parts of the same establishment as per Section 2A of The Employees' Provident Funds and Miscellaneous Provisions Act, 1952. Thus, for the requirement of 20 or more persons, HPCL shall be considered as one establishment or factory.

Contractor shall obtain registration under EPFO and shall ensure Member Registration including its generation of Universal Account Number (UAN) for new employee or linking of pre-existing UAN for already covered employee, approval, completion, etc. and digital approval of KYC as mandated by EPFO from time to time.

ii. Contribution and Timeline

The Contractor shall deduct 12% employees' contribution towards Employees' Provident Fund (A/c 1) and shall contribute 13% towards Employer's Contribution under Employees' Provident Fund (A/c 1), Employees' Pension Scheme (A/c 10), Employees' Deposit Linked Insurance Scheme (A/c 21) and Admin Expenses (A/c 2).

The Employees' 12% contribution towards Employees' Provident Fund (A/c 1) and Employer's 12% contribution towards Employees' Provident Fund (A/c 1) and / or Employees' Pension Scheme (A/c 10) shall be on actual of Basic Wages, Dearness Allowance and Retaining Allowance, if any as per Section 2(b) and Section 6 of Act, 1952 **irrespective of monthly ceiling of limit of Rs. 15,000/-**.

The Employer's 0.5% Contribution towards Employees' Deposit Linked Insurance Scheme (A/c 21) shall be on actual on Basic Wages, Dearness Allowance and Retaining Allowance, if any or Rs. 15,000/- whichever is lesser. Under no circumstances Employer's Contribution towards Employees' Deposit Linked Insurance Scheme (A/c 21) shall exceed Rs. 75/- per month.

The Employer's 0.5% Contribution towards Admin Expenses (A/c 2) shall be on actual on Basic Wages, Dearness Allowance and Retaining Allowance, if any irrespective of monthly ceiling of limit of Rs. 15,000/-.

The above referred rate of contributions is subject to revision as may be notified from time to time.

The Contractor shall pay Employer's and Employees' Contribution on or before 15th day of following month through his Establishment Code registered with EPFO.

iii. Interest and Damages

In the event of default/delay inclusive of short payment, non-payment, etc. the Contractor shall pay interest under Section 7Q and Damages under Section 14B of Act, 1952 and shall produce documentary proof of payments towards Sections 7Q and 14 B basis which the bills of following month will be released by HPCL. It is hereby clarified that the payment towards

Sections 7Q and 14 B incurred by Contractor shall not be subject to reimbursement by HPCL under any circumstance whatsoever.

For delayed remittances, contractor shall be required to pay simple interest, which is presently levied at the rate of (12%) twelve percent per annum or at such higher rate as may be specified from time to time. Further, contractor shall also be required to pay damages in addition to the simple interest, which is presently levied at the rate of (12%) twelve percent per annum or (1%) one per cent per month of the arrear of contribution or part thereof.

G) The Minimum Wages Act, 1948

i. Schedule of Employment

The Contractor shall ensure payment of minimum rates of wages as per classification of cities and classification of workers in different categories to the Manpower deployed by him as declared by Central Government or State Government whichever is higher in line with Explanation (g) under Part-II of Notification dated 19/01/2017 for the scheduled employment.

ii. Payment of Minimum Rates of Wages

The Contractor shall pay minimum rates of wages to its employees for actual number of days worked irrespective of variation in working days in a week or month.

This is to clarify that the minimum rates of wages include the wages for weekly day of rest and thus no extra payment of wages will be applicable towards weekly day of rest.

iii. Classification of Workers and Cities

The classification of workers under different categories will be same as in Part-I of the Notification, whereas classification of cities will be same as in the Part-II of the Notification dated 19/01/2017. The above Notification and classification therein are subject to revision from time to time.

iv. Revision of Minimum Rates of Wages

The Contractor shall be required to pay the differential of proportionate increase due to revision in the minimum rates of wages as notified by the Central or State Government, whichever is higher from time to time during the period of contract.

v. Bifurcation of Wages

The Contractor shall ensure that the wages as notified by the Central Government or the State Government, as the case may be, are not bifurcated in any component/ allowance other than already specified by the notification.

vi. Wages of Worker who work for less than normal working day

If a Contract Labour whose minimum rates of wages are fixed by the day works on any day on which he was employed for a period less than requisite number of hours constituting a normal working day, shall be paid, wages in respect of work done by him on that day as if he had worked for a full normal working day.

Provided that he shall not be entitled to receive wages for a full normal working day-

- (a) In any case where his failure to work is caused by his unwillingness to work and not by the omission of the Contractor to provide him with work, and
- (b) In such other cases and circumstances as may be prescribed under the Act, 1948 and Rules framed thereunder.

H) The Payment of Wages Act, 1936

i. Wage Period

The wage period of employees engaged by Contractor shall not exceed one month.

ii. Time of Payment of Wages

The Contractor shall pay wages to his employees on or before the expiry of 7 days after the last day of the wage period in respect of which wages are payable.

iii. Mode of Payment

The Contractor shall make payment of wages and advances to its employees by crediting the wages in bank account of concerned contract labour(s). The payment of wages including advances in current coin or currency notes or by cheque or online wallets shall not be acceptable.

In this regard, the contractor shall ensure that all of his manpower have a valid bank account in their name. It is to be noted that payment to the bank account of family member or relative, etc. shall not be acceptable.

iv. Deductions from wages

The Contractor shall not make deduction of any kind from the wages of its employees except those authorised by or under the Payment of Wages Act, 1936. Further, for deductions, fines, recovery of advances, etc. Contractor shall at all times be governed by Sections 7 to 13 of the Payment of Wages Act, 1936.

The Contractor shall ensure all the advance payment, deductions, fines levied, in a wage month, are properly recorded in the 'Register of Loan/Recoveries in Form C' as provided under the Ease of Compliance to Maintain Registers under various Labour Law Rules, 2017

i) The Payment of Bonus Act, 1965

i. Eligibility for Bonus

The bonus under Payment of Bonus Act, 1965 shall only be payable to employee drawing salary or wage not exceeding Rs. 21,000/- per month provided he has worked in the establishment or factory under the contract for not less than 30 working days in that accounting year.

If an employee employed by Contractor is drawing a salary or wage exceeding Rs. 21,000/- per month, he shall not be entitled to get bonus under The Payment of Bonus Act, 1965.

ii. Payment of Minimum Bonus

The Contractor shall pay minimum bonus to all his eligible employees drawing salary or wage not exceeding Rs. 21,000/- per month at the rate of 8.33% of minimum rates of wages or Rs. 7,000/-, whichever is higher.

- a. If an employee employed by Contractor is drawing a salary or wage not exceeding Rs. 7,000/- per month, he shall be entitled to get bonus on Rs. 7,000/- per month.
- b. If an employee employed by Contractor is drawing a salary or wage exceeding Rs. 7,000/- per month but not exceeding Rs. 21,000/- per month, he shall be entitled to get bonus on actual of minimum rates of wages being drawn by the employee.

iii. Calculation of Bonus

The bonus payable under The Payment of Bonus Act, 1965 shall be calculated on Salary or Wage which includes Basic Salary or Wage and Dearness Allowance but does not include other allowances, overtime salary or wage, house rent allowance, travelling concessions, bonus, employer's contribution towards provident fund, retrenchment compensation, gratuity or commission. For more clarity Contractor is advised to be guided by Section 2(21) of The Payment of Bonus Act, 1965.

iv. Mode of Payment of Bonus

The Contractor shall make payment of minimum bonus to its employees by crediting the same in bank account of employee. The payment of bonus in current coin or currency notes or by cheque or online wallet shall not be acceptable.

v. Time Limit for Payment of Bonus

The Contractor shall make payment of Bonus within a period of eight months from the close of Accounting Year or immediately upon completion of contract prior to release of final bill, whichever is earlier and submit documentary evidence to this effect to HPCL.

vi. Disqualification for Bonus

If an employee is dismissed from service by contractor for fraud; riotous or violent behaviours while on the premises of establishment; theft, misappropriation, or sabotage of any property of the establishment; then such employee is disqualified from receiving bonus.

vii. Register in Form C as per Rule 4(c)

Contractor shall be required to maintain “Register in Form C” showing the details of amounts of bonus due to the each of his employees, the deduction under Section 17 and 18 and the amount actually disbursed in line with Rule 4(c) of The Payment of Bonus Rules, 1975.

It may be noted that “Register of Loan/Recoveries in Form C” as provided under Ease of Compliance to Maintain Registers under various Labour Law Rules 2017 is different from “Register in Form C” as provided under Rule 4(c) of The Payment of Bonus Rules, 1975.

viii. Inspection

During the inspection by the Inspector under the Act or on demand by HPCL, Contractor shall ensure production of Registers including Register in Form C, Proof of Payment in Bank Account of its employees, Annual Returns, etc. maintained in electronic form or otherwise.

J) The Building and Other Construction Workers’ (Regulation of Employment and Conditions of Service) Act, 1996 read with The Building and Other Construction Workers’ Welfare Cess Act, 1996 & The Building and Other Construction Workers’ Cess Rules, 1998

i. Registration

Contractor employing 10 or more building workers in building or other construction work, being the Employer shall register its Establishment with Registering Officer of the Central Government which is Appropriate Government under Section 2(1)(a)(i) of BOCW Act, 1996.

As per the current legal position, the moment the manufacturing process gets commenced in a factory, the provisions of the Factories Act become applicable and therefore, the provisions of BOCW Act would seize to operate in the said factory.

However, with evolving legal interpretation on the subject, the Contractor shall be bound by precedent and law laid down by competent court of jurisdiction from time to time, including deduction of cess at source.

ii. Levy and Collection of Cess

HPCL shall deduct at source in relation to building or other construction work, Cess at the rate of 1% of the cost of construction incurred by Contractor from the bills of Contractor as

per Section 3(1) & 3(2) of BOCW Cess Act, 1996 read with Rule 3 & 4(3) of BOCW Cess Rules, 1998.

HPCL undertakes to deposit the proceeds of cess within 30 days of such deduction at source with the Board after deducting the actual cost of such collection as per Rule 5 of BOCW Cess Rules, 1998.

K) Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

It is recommended that the Contractor shall not ordinarily engage Inter-State Migrant workmen for the performance the jobs as given in Job Specification.

However, in case Contractor engages the Inter-State Migrant workmen, he shall be responsible for ensuring all the compliance as provided under the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, including the obtaining of license, payment of wages in line with the provisions of the said Act and applicable rules made thereunder.

However, HPCL shall not make additional payment to the Contractor towards any such facility / benefits or additional wages which would be required to be paid / ensured by the Contractor under the said Act / Rules.

i. Applicability

The Act is applicable to every Contractor who employs or who employed 5 or more inter-State migrant workmen i.e., a person recruited in one State for employment in another State (whether or not in addition to other workmen) on any day in preceding 12 months.

ii. License

The Contractor shall not recruit any person in a State for the purpose of employing him in any establishment, situated in another State, except under and in accordance with a License issued in that behalf by Licensing Officer i.e., License by the Licensing Officer appointed by Central Government who has jurisdiction in relation to the area wherein the recruitment is made;

Further, the Contractor shall not employ as a workman for execution of any work in any establishment in any State, persons from another State (whether or not in addition to other workmen), except under and in accordance with a License issued in that behalf by Licensing Officer i.e., License by the Licensing Officer appointed by Central Government who has jurisdiction in relation to the area wherein establishment is situated.

In order to obtain above-referred Licence(s), the Contractor shall obtain Form III as per the Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017 from HPCL and thereafter shall submit copies of Licence(s) so obtained with HPCL. The Contractor shall renew or amend the license from time to time, as may be applicable.

iii. Duties and Obligations of Contractor

The Contractor shall at all times comply with duties and obligations as laid down in Chapter IV of Act, 1979 including but not limited to following:

a. Displacement Allowance:

The Contractor shall pay to every inter-state migrant workman at the time of recruitment, as displacement allowance equal to 50% of the monthly wages payable to him or Rs. 75, whichever is higher.

The amount payable to workman as Displacement Allowance shall not be refundable and shall be in addition to the wages or other amount payable to him.

b. Journey Allowance, etc.:

The Contractor shall pay to every inter-state migrant workman a journey allowance of a sum not less than the fare from the place of residence of the inter-state migrant workman in his State to the place of work in the other state both for the outward and return journeys and such workman shall also be paid by the Contractor wages during the period of such journeys as if he was on duty.

In the event of default i.e., short payment or non-payment of any allowance under Sections 14 & 15 or wages under Section 17 and/or non-provision of facilities under Section 16 of Act,

1979, HPCL shall recover amount due either by deduction of any amount payable to the Contractor under any contract or as a debt payable by the Contractor.

The Contractor shall at all times comply with the conditions laid down under the license granted by the Licensing Authority.

L) The Maternity Benefit Act, 1961

i. Applicability

The Maternity Benefit Act is applicable to every establishment including factory, in which 10 or more persons are employed and thus the Contractor shall ensure compliance with the provisions of this Act and Rules framed thereunder irrespective of number of employees deployed by the said contractor at HPCL's establishment / factory.

However, in respect of factory / establishment to which provisions of Employees' State Insurance Act, 1948 apply, nothing contained in this Act shall apply to such factory / establishment except for Section 5A and 5B of the Maternity Benefit Act.

- a. Every woman entitled to the payment of maternity benefits under this Act shall, notwithstanding the application of Employees' State Insurance Act, 1948 to the factory / establishment in which she is employed, be entitled to the benefit under this Act until she becomes qualified to claim maternity benefit under Section 50 of Employees' State Insurance Act, 1948.
- b. Every woman employed in a factory / establishment to which the provision of Employees' State Insurance Act, 1948 apply but whose wages exceed the amount specified in Section 2(9)(b) Employees' State Insurance Act, 1948 and who fulfils conditions specified in Section 5 (2) of this Act i.e. who has actually worked in factory / establishment of the employer from whom she claim maternity benefit, for a period not less than 80 days in the 12 months immediately preceding the date of her expected delivery, shall be entitled to maternity benefit under this Act.

The above referred qualifying period of 80 days shall not apply to woman who has migrated into the State of Assam and was pregnant at the time of immigration.

ii. Restrictions on Employment of Women:

The Contractor shall not knowingly deploy a woman on work in any establishment during the six weeks' immediately following the day of her delivery or her miscarriage.

The Contractor shall not allow a pregnant woman to work which is of an arduous nature or which involves long hours of standing or which in any way is likely to interfere with her pregnancy or the normal development of the foetus, or is likely to cause her miscarriage or otherwise to adversely affect her health.

The Contractor shall make payment of maternity benefits as per the provisions of the Maternity Benefit Act, 1961 amended from time to time.

The Contractor shall allow female employees leave for miscarriage, illness arising out of pregnancy, delivery, premature birth of child etc.

The Contractor shall give nursing breaks to female worker who has returned to duty after giving birth to a child, until child attains the age of 15 months.

The Contractor shall not discharge or dismiss a woman employee who absents on account of pregnancy in accordance with the provisions of this Act.

The Contractor shall not deduct wages of woman worker who absents in accordance with the provisions of this Act including nursing breaks.

iii. Payment:

The Contractor shall ensure payment of maternity benefits to every woman employee engaged by him/her, who has completed the qualifying period of employment in the twelve (12) months immediately preceding the date of her expected delivery, in accordance with the provisions of the Maternity Benefit Act, 1961.

Such maternity benefits shall remain in force co-terminus with the contract i.e., only for the duration of the Contract and shall automatically lapse upon the expiry or termination of the Contract, unless the Contract is extended or renewed. In case of such extension or renewal, the Contractor shall continue to make payment of maternity benefits to the eligible woman contract employee.

Notwithstanding the above, if the Contract expires by efflux of time and, upon fresh tendering, if the same Contractor is awarded the subsequent Contract/Purchase Order, then, in order to give effect to the provisions of the Maternity Benefit Act, 1961, the Contractor shall continue to make payment of maternity benefits to the said woman employee, provided she remains eligible under the Act.

HPCL will reimburse the Contractor for such payments on a case-to-case basis, subject to submission of valid proof of payment along with supporting medical records of the concerned woman contract employee.

M) The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and Rules, 2013

i. Applicability

The Act provides for constitution of Internal Committee (IC) in all workplaces having 10 or more employees to hear complaints of sexual harassment at such workplace.

ii. Contract Worker / Labour

The definition of employee under Section 2(f) of Act covers persons employed through a contractor. Hence, if a contract labour deployed at the establishment / factory of HPCL sexually harasses an aggrieved woman (HPCL Employee) or vice versa, such contract labour or HPCL employee can be inquired against by the IC of HPCL.

However, as the terms of contract of such contract labour are regulated by contractor, with the HPCL not engaged in any direct control of control labour, any action recommended by the IC shall be enforced by the Contractor and not by the HPCL.

iii. Duties of Contractor

Contractor shall comply with the duties of Employer as laid down in Section 19 of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including but not limited to providing assistance to aggrieved woman if she so chooses to file a complaint in relation to the offense under the Indian Penal Code or any other law for the time being in force.

N) The Child and Adolescent Labour (Prohibition and Regulation) Act, 1986

The Contractor shall not employ or permit employment of Child Labour i.e., below the age of 14 years or Adolescent i.e., below the age of 18 years to work in factory / establishment of HPCL.

O) The Equal Remuneration Act, 1976

Contractor shall pay men, women and transgender employees at same rates of wages for the same work or work of similar nature and shall not discriminate/reduce the wages on the basis of their gender.

P) The State Labour Welfare Fund Act

- i. Subject to applicability of Labour Welfare Fund Act of respective State in the absence of any exclusion for the establishments of the Central Government, the Contractor shall be required to ensure compliance including deduction and deposit of contribution payable under respective State Labour Welfare Fund Act.
- ii. Wherever the State Labour Welfare Fund Act is applicable, Contractor shall also produce Chalan / Returns with HPCL, showing periodical deposit of employers' and employees' contribution payable under the Act.

Q) The Information Technology Act, 2000

It may be noted that several registers require signature of concerned viz., under Form A - Specimen Signature/Thumb Impression of contract labour, under Form B - Certification by

Authorised Representative of the Principal Employer, Form D – Signature of Register Keeper/Supervisor, etc. and thus the registers in draft version viz., Excel, Word, etc. shall not be considered as compliance.

It is clarified that the Contractor may maintain the compliance records in electronic format subject to compliance of Chapter III of Information Technology Act, 2000 including authentication of electronic records by virtue of electronic signature in such manner as may be prescribed by the Central Government.

R) The State Shops and Establishment Act

Being Central Government Public Sector Undertaking and Model Employer, the Contractor shall comply with the provisions of respective State's Shops and Establishment Act irrespective of its applicability or otherwise.

S) The Payment of Gratuity

The Contractor shall be solely responsible for compliance with all applicable statutory obligations in respect of its employees engaged for execution of the contract, including but not limited to payment of gratuity, as may be applicable under prevailing laws from time to time.

T) Miscellaneous

i. Pre-Employment & Periodical Medical Examination

The Contractor shall ensure that every worker employed in an establishment are medically examined, by a qualified registered medical practitioner, in the following manner, namely: -

- (a) once before employment to ascertain physical fitness of the person to do the particular job,
- (b) once at intervals not exceeding twelve months, to ascertain the health status of all the workers in respect of occupational health hazards to which they are exposed, and in cases where in the opinion of the Registered Medical Practitioner it is necessary to do so at a shorter interval in respect of any worker,
- (c) the details of pre-employment and periodical medical examinations carried out as aforesaid shall be recorded in the writing.

The Contractor shall not deploy any worker who is not medically fit or found unfit for any particular jobs.

The fees for such Pre-employment and Periodical Medical Examination shall be borne by the Contractor. The Contractor shall submit copy of health records with HPCL. The Contractor shall retain photocopy of health records for a period of three years from last entry therein and shall make the same accessible for inspection by HPCL Officer, Inspector, Central / State Government on demand.

ii. Working Hours

The Contractor shall ordinarily not require any worker to work in an establishment for more than 9 hours in any day and for more than 48 hours in any week.

The period of work inclusive of intervals for rest shall not spread over more than 10.5 hours in any day.

iii. Weekly Holiday

The Contractor shall provide weekly holiday to workers deployed to work in an establishment.

In the event any worker is required to work on weekly holiday, then the contractor shall provide him a holiday for a whole day on one of the three days immediately before or after the said holiday.

Where a worker works on said day and has had a holiday on one of the three days immediately preceding it, then said day shall, for the purpose of calculating his weekly hours of work, be included in the preceding week.

Provided that no worker shall be allowed to work for more than ten days consecutively without a holiday for a whole day.

iv. Overtime

Where owing to absenteeism or shortage of manpower, Contractor requires worker to work in an establishment for more than nine hours in any day or for more than forty-eight hours in any week, he shall, in respect to overtime work, pay to the worker wages at the rate of twice his ordinary rate of wages.

It is clarified that if the contractor fails to maintain the minimum number of workers as required under the contract awarded to him, due to absenteeism / leave etc. of any of his workmen and in case, he asks the worker engaged in previous shift(s) to continue in next shift(s), the cost towards the Overtime, so to be paid to the said worker, shall be borne by the contractor.

However, in case, as per the exigencies of the work, if HPCL expressly advises the contractor to continue the work beyond normal working hours, the said cost to be incurred by the contractor towards payment of Overtime to his workmen, will be reimbursed by HPCL to the contractor on actual basis subject to production of proof of payment thereof.

v. Permissible Hours of Overtime

Notwithstanding above terms, Contractor shall ensure that at all times the total number of hours of a worker in a day / week / quarter as the case may be, including overtime shall not exceed prescribed limits of work under applicable State Shops and Establishment / Factories Act.

vi. Restriction on employment of Women

The Contractor shall deploy no woman to work in an establishment except between the hours of 6 AM and 9 PM or as may be prescribed.

Provided that women may be required or allowed to work even between the hours of 9 PM and 6 AM in the establishment where adequate safety and security measures or safeguards as prescribed under State Shops and Establishment are provided.

vii. Safety

The Contractor shall ensure that its workers follow safety precautions, Standard Operating Procedure (SOP) inclusive of wearing Personal Protective Equipment's (PPEs), Protective Clothing, etc. at all times while working inside an establishment.

The Contractor shall ensure that its workers attend regular trainings imparted for workers' health and safety at work and follow information, instruction, training and supervision as are necessary to ensure the health and safety of all workers at work.

The Contractor shall ensure that no worker is required or allowed to work in an establishment without adequate protective wear such as Safety Headgear, Protective Clothing, Safety Goggles, Safety Shoes, Hand Gloves, as may be applicable according to the nature of work and as per HPCL's Standard Operating Procedure (SOP).

viii. Prohibition relating to smoking etc.

Contractor shall ensure that no worker shall smoke or carry matches, fire or naked light or other means of producing a naked light or spark in an establishment or in the vicinity thereof.

In the event of any incident / mishap occurs due to fault, negligence, neglect, etc. of any worker, the Contractor shall be responsible for loss(es), if any.

ix. Intimations

The contractor/supervisor shall immediately intimate the HPCL in the event any accident / dangerous occurrence, etc. at the location so that appropriate steps may be taken to ensure timely medical treatment to injured worker(s) and onward intimation to the statutory authorities.

x. Inspection

All the registers, records and notices maintained under The State Shops and Establishment Act and applicable Rules framed thereunder shall be produced by the Contractor on demand before HPCL Officers or the Inspector or any statutory authority under the Act or any person authorised in that behalf by the State Government.

U) National and Festival Holiday Act

The Contractor shall grant paid leave to its employees on following 4 days, i.e., 26th January (Republic Day), 14th April (Ambedkar Jayanti), 15th August (Independence Day) and 2nd October (Gandhi Jayanti).

For rest of the paid festival / local holidays, the Contractor shall comply with respective State's National and Festival Holidays Act in the absence of which Contractor shall extend maximum of 6 additional days in a Calendar Year as Festival / local Holidays as may be advised by HPCL.

If the contract labour is deployed for work on National and Festival / Local Holidays then Contractor shall pay to the contract labour wages for that day in addition to payments towards paid holiday.

3. TRAVELLING ALLOWANCE:

With a view to attract contractor(s) who are in a position to provide better services by engaging experienced and efficient contract labour, it has been decided by HPCL to pay the concerned contractor(s) Rs. 100, Rs. 80, Rs. 70 for Class 'A', Class 'B' and Class 'C' respectively, per day as "Travelling Allowance" payable to the contract labour engaged & deployed by the contractor at HPCL's premises basis the actual attendance.

The Contractor would be required to pay "Travelling Allowance" to all the Manpower deployed by him at HPCL's premises basis the actual attendance.

In view of the extant statutory provisions, the above travelling allowance would not qualify for PF, ESI, bonus or any other statutory payments.

The said amount towards 'Travelling Allowance' should be shown by the Contractor in 'Wage Sheet' of respective month in separate column as 'Travelling Allowance'.

The Contractor shall not quote any amount towards payment of Travelling Allowance, and the same shall be reimbursed on actual basis to the Contractor upon submission of requisite proof of payment.

However, Travelling Allowance shall not be payable in respect of contract labour deployed in following:

- a. Project Works (Major / Minor)**
- b. AMC/OEM Contracts**
- c. Security Surveillance Contracts (DGR Agencies / Private Security Agencies – except for line walkers in pipelines, etc.)**

4. MISCELLANEOUS:

a. Pre-Mobilization of Workforce

- i.** The Contractor shall at its own cost deploy suitably qualified manpower for all the jobs required to be carried out by him under this contract. The person so appointed by the Contractor for the execution of the jobs / activities as per specification / scope of jobs under this Contract, shall not be construed to be the employee of HPCL under any circumstances and shall have no claim or right whatsoever to be absorbed in the employment of HPCL at any time or under any circumstances or for any reason whatsoever.
- ii.** The Contractor shall provide on his letter head under his seal and signature list of category-wise manpower which will be deployed / engaged by him at the HPCL's location in furtherance of his contractual obligations along with their full names, father's / husband's name, date of birth, full residential address (present & permanent), mobile number, photograph, etc.
- iii.** The Contractor shall arrange antecedent verification of its manpower/contract labour from police at its own cost before deploying them and also ensure that they are fit for conduct for rendering the requisite services. Contractor shall submit with HPCL, authenticated copies of the police verification/certificate/documents of the persons, who are to be deployed by

Contractor. HPCL also reserves the right to get persons' character and antecedents verified by the police, if deemed necessary.

- iv.** The Contractor shall provide medically fit manpower & has to submit the Medical Certificate for the manpower from competent authority before commencement of the job.
- v.** The Contractor shall provide Entry Cards to his manpower as per the format prescribed by the HPCL within a period of 10 days from commencement of work. These Entry Cards are valid only while working within HPCL's premises and should not be used outside the premises for other purposes. All the manpower deployed by the Contractor entering into HPCL's premises shall be properly identified by entry card, which must be worn by them at all time while HPCL's Premises.

b. During Continuation of Activity

- i.** The Contractor shall not sub-let the contract or any part of the contract without express permission from HPCL.
- ii.** The Contractor has to ensure that there is no shortage of manpower at any point of time. Contractor has to provide suitable and sufficient number of relieving manpower possessing same skill set in case of absenteeism of any manpower deployed by him so that there is no hamper in work and also Contractor should ensure that quality of service is not compromised.
- iii.** The Contractor shall take all measures for the monitoring / supervising of the work of its manpower on duty. Contractor shall supervise the work or deploy supervisor for supervising the job / work of his manpower. If at any point of time during the validity of the contract, it is found that services of any manpower deployed by the Contractor are not satisfactory, the Contractor shall provide suitable replacement of said manpower immediately.
- iv.** The Contractor and its manpower shall observe and abide by all fire, safety and security regulations of HPCL. The Contractor will ensure that his manpower do not remain in the premises beyond normal working hours without specific approval of authorized officer of

HPCL through the supervisor. If any manpower deployed by the Contractor, is found to be unauthorizedly present in HPCL's premises beyond normal working hours, Contractor will be informed immediately and upon receipt of the intimation, the Contractor shall provide suitable replacement of such manpower.

- v.** Smoking, drinking alcoholic beverages, narcotic drugs, tobacco chewing and carrying fire arms and / or any kind of inflammable substances inside HPCL's premises is strictly prohibited. Hence the Contractor has to clearly communicate the same to his Manpower.
- vi.** The Contractor or any of the Manpower deployed by him, shall, in no way, create any kind of obstacle or hindrance in the operations of the Establishment.
- vii.** In case any of the Manpower deployed by the Contractor is found to be involved in kind of misconduct / misbehaviour within HPCL's premises, the Contractor shall have to provide the replacement of the said Manpower on immediate basis.
- viii. Payment Terms:**

The Contractor shall enclose copies of following compliance documents for the same wage month in respect of which invoice is being raised:

- a. Employee Register in Form A
- b. Wage Register in Form B duly certified by Authorised Representative of Principal Employer
- c. Register of Loans / Recoveries in Form C
- d. Attendance Register in Form D
- e. Bank Statement reflecting credit of wages in bank account of concerned contract labour
- f. EPF member-wise ECR, Combined Challan along with Remittance / Payment Successful Receipt showing payment of contribution.

ESI Challan, Member Contribution Details along Remittance / Payment Successful Receipt showing payment of contribution.

In the event of delay in remittance of EPF/ESI Contributions, Contractor shall produce Challan and Payment Successful Receipt towards Interest and Damages.

- g. Policy under Employees' Compensation Act, 1923 (wherever applicable)
- h. Acknowledged Copy of Wage Slip in Form XIX duly signed and stamped by Contractor.

It is reiterated that, compliance documents produced by the Contractor including PF / ESI Challans, etc. shall be of same wage month as that of invoice.

The Contractor shall submit the Bill on the completion of the wage month with concerned user Department of HPCL.

HPCL will disburse payment against invoice to the Contractor through electronic mode (e-payment) through any of the designated banks subject to compliance with above requirements. The Contractor will comply by furnishing full particulars of Bank Account (mandate) to which the payments will be routed. HPCL reserves the right to make payment in any alternate mode also.

HPCL shall be at liberty to keep on hold bills in case of non-submission of requisite documents with the bill, including non-payment of damages/penal interest for delayed ESI/PF remittances.

c. Post Completion of Activity

- i. At the time of Final / Last bill as per tenure of PO, Contractor has to attach following additional documents:
 - a. Copy of "Register in Form C" as provided under Rule 4(c) of The Payment of Bonus Rules, 1975 along with proof of payment of Bonus in bank account of concerned employees of Contractor as per The Payment of Bonus Act, 1965;
 - b. Copy of Leave with Wage Register, if applicable along with proof of payment of Annual Leave with Wages in in bank account of concerned employees of Contractor as per provisions of The Factories Act, 1948 and State Factories Rules or State Shops & Establishments Act, as may be applicable;

- c. Proof of payment of State Labour Welfare Fund, if applicable;
 - d. Duly Acknowledged original of Service Certificate Issued in “Form XV” to each of the Contract Labours.
 - e. Any other compliance documents / registers / forms / records as may be required under applicable laws, rules, regulations, etc. on demand by HPCL.
- ii.** The Contractor shall return all the equipment, machinery, etc. supplied by the Corporation for the performance of the Job, and in case of any damage or loss of such equipment or machinery, the Contractor shall be liable to pay damages covering the loss due to such damage or loss.

5. INDEMNIFICATION:

i. Indemnification against claim of Regularisation/Reinstatement

The manpower deployed by the Contractor shall be in employment of the Contractor only and not of HPCL and the Contractor shall be solely responsible for all acts of commission and/or omission of his manpower. Under no circumstances, the facilities which are being provided to the regular employees of HPCL shall be extended to the manpower of the Contractor. Subsequent to the expiry/termination of the contract, no claim from either the Contractor or from his manpower shall be entertained for continuance of their services and under no circumstances the manpower deployed by the Contractor, can claim employment in HPCL. The Contractor shall be solely liable for the employment or non-employment of his manpower. In case, any dispute is raised by manpower deployed by the Contractor, the Contractor shall personally defend and indemnify HPCL in respect of any consequence thereof.

i. Indemnification Against Breach of or Claim under of Applicable Laws

The Contractor shall keep HPCL indemnified against any and all claims, losses, damages, or compensation arising from the violation of any provisions of applicable laws including any claim on account of disability / death of any of its personnel caused while providing the service within / outside the site or other premises of HPCL which may be made under the Employees’ Compensation Act, 1923 or any other Acts or any other statutory modifications thereof. Such violations may arise due to default, negligence, or lapses on the part of the Contractor or any of its manpower. The Contractor shall assume exclusive

responsibility for any liabilities arising in this regard. Furthermore, any liabilities for compensating third parties resulting from acts of omission or commission by the Contractor's manpower shall rest solely with the Contractor.

6. DISCLAIMER CLAUSE -NON-EXHAUSTIVE TERMS AND REFERENCE TO STATUTES:

The terms and conditions stipulated in this contract are provided for the purpose of clarity and understanding between the parties, but they are not exhaustive in nature. The Contractor acknowledges and agrees that the terms and conditions contained herein may **be subject to various applicable laws, regulations, and statutes, which may provide** additional rights, obligations, and requirements.

The Contractor is hereby advised and expressly agrees that, in matters where the terms and conditions of this contract does not explicitly address specific legal requirements or where further clarification is needed, the Contractor shall refer to and comply with all relevant central, state, local, and industry-specific statutes, laws, regulations and codes, that pertain to the services or activities covered by this contract.

The parties acknowledge that compliance with applicable statutes, laws, regulations, codes, and standards is a fundamental requirement, and any failure to do so may result in legal consequences and liabilities. It is the Contractor's responsibility to remain informed about and adhere to any legal or regulatory changes that may affect the execution of this contract.

This disclaimer clause is intended to emphasize that this contract does not supersede or replace any legal obligations laid under any law and/or imposed by statutory authorities and that the Contractor shall rely on the relevant Acts, Rules, Regulations, Codes, etc. for comprehensive guidance and clarification.
